

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE		PAGE OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 10-Jul-2001		4. REQUISITION/PURCHASE REQ. NO. W16ROE-1166-7518		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 28 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090		CODE DACA51		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACA51-01-R-0028	
				X		9B. DATED (SEE ITEM 11) 20-Jun-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is as follows: to make additions to the specifications; to update the plans; and to revise the proposal due date as follows: Due for technical proposals is extended from 20 July 2001 to 31 July 2001, 3pm; however, price proposals are due 24 August 2001 not 4 September 2001. NO FORMAL SITE VISIT IS SCHEDULED. CONTRACTORS MAY MAKE THEIR OWN ARRANGEMENTS TO VISIT THE SITE (212-264-4672 OR 845-938-6411). This amendment shall be attached to the specifications and shall be a part thereof. The offeror is required to acknowledge receipt of this amendment either by completing the space provided on the Offer and Award or Contract form when that form is submitted with the proposal, or by separate letter, or by telegram prior to the opening of the proposal. Failure to acknowledge all amendments may cause rejection of the proposal.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		17-Jul-2001	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA51-01-R-0028	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 20-Jun-2001	PAGE OF PAGES 1 OF 34
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W16ROE-1166-7518	6. PROJECT NO.
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7. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090 TEL: (212)264- FAX: (212)264-3013	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> <div style="text-align: center; padding: 20px;">See Item 7</div> TEL: FAX:
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9. FOR INFORMATION CALL:	A. NAME MICHAEL L MCHUGH	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-5995
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

ARVIN CADET PHYSICAL DEVELOPMENT CENTER, PHASES 2 & 3, U.S. MILITARY ACADEMY, WEST POINT, NEW YORK.

UNRESTRICTED. NAICS Code 233320: Commercial and Institutional Building Construction; small business size standard no greater than \$27.5MIL average annual gross revenues for the last three years.

This contract will be incrementally funded and is therefore subject to the Continuing Contracts clause: the funded amount for FY01 is \$22,750,711.00.

100% SOLICITATION PACKAGE (INCLUDES PRICE SCHEDULE) WILL BE ISSUED ON OR ABOUT 9 JULY 2001.
 TECHNICAL PROPOSALS ARE DUE BY 3PM, 20 JULY 2001.
 PRICE PROPOSALS WILL BE DUE ON OR ABOUT 4 SEPTEMBER 2001.

WHENEVER PROPOSALS ARE DUE, THEY ARE TO BE SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT, ROOM 1843, 26 FEDERAL PLAZA, NEW YORK, NEW YORK, 10278.

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>1278</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)* local time _____ *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)***See Item 14**

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this*

document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

PRICE SCHEDULE WILL BE ISSUED AT A LATER DATE

FFP

PURCHASE REQUEST NUMBER W16ROE-1166-7518

NET AMT

SECTION 00100 Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.214-5000	Apparent Clerical Mistakes	MAY 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-2	Audit and Records--Negotiation	JUN 1999

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnb.com.

(End of provision)

52.214-15 PERIOD FOR ACCEPTANCE OF BIDS (APR 1984)

In compliance with the solicitation, the bidder agrees, if this bid is accepted within 60 calendar days from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set

opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

52.225-10 NOTICE OF BUY AMERICAN ACT/BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act or Balance of Payments Program before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act or Balance of Payments Program, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3MIL, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

- (a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

- (1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

- (2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

- (3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

- (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. ARMY CORPS OF ENGINEERS, CONTRACT DIVISION, 26 FEDERAL PLAZA, ROOM 1843, NEW YORK, N.Y. 10278.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: NICHOLAS MULTARI

Address: U.S. ARMY CORPS, BLDG 667A, U.S. MILITARY ACADEMY, WEST POINT, N.Y.

Telephone: 845-938-6411

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

SECTION 00600 Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

Printed or copied double-sided means printing or reproducing a document so that information is on both sides of a sheet of paper.

Recovered material, for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(D) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

- (End of clause)

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

_____ 0000000000000000 _____

_____ 0000000000000000 _____

(b) **Representations.** (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

() Black American.

() Hispanic American.

() Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

() Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

() Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

(a) Definitions. As used in this provision--

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

☐ is ☐ is not a historically black college or university;

☐ is ☐ is not a minority institution.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-3 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR

database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7 Alt I	Allowable Cost and Payment (Apr 1998) - Alternate I	FEB 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	FEB 1999

52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996

52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.236-7006	Cost Limitation	JAN 1997
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of THE CONTRACTING OFFICER FOR THE U.S. ARMY CORPS OF ENGINEERS, NEW YORK DISTRICT and shall not be binding until so approved.

(End of clause)

52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1998)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405,

Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(b), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate of interest established under the Internal Revenue Code of 1986 (26 U.S.C. 6621), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$500,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least FIFTEEN percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

- END -

(PAGE 34 NOT USED)

NOTICE TO OFFEROR

Failure of the Offeror to
Acknowledge receipt
Of this Amendment in
Item 19 of Standard
Form 1442 (Pg. 00010-2)
May result in REJECTION
Of the offer.

RFP NO. DACA51-01-R-0028

Amendment No. 1

Department of the Army, NYD
Corps of Engineers
New York, NY 10278-0090

**AMENDMENT NO. 1 TO SPECIFICATIONS FOR ARVIN CADET PHYSICAL
DEVELOPMENT CENTER, PHASE 2/3, USMA, WEST POINT, NEW YORK**

TO OFFEROR

1. The following are changes to the specifications:
 - a. Check List for Offerors: Delete Check List for Offerors in its entirety and replace with the attached new Check List for Offerors.
 - b. Cover Sheet: Delete Cover Sheet in its entirety and replace with the attached Cover Sheet.
 - c. SF 1442: Delete "Price Proposals will be due on or about 4 September 2001" and replace with the following: "Price Proposals will be due on or about 24 August 2001."
 - d. Project Narrative, Page 1: Delete Page 1 in its entirety and replace with the new attached Page 1.
 - e. Section 00110: Insert as Appendix:A "Small Business SubContracting Model Plan, as attached.
 - f. Section 00800: Insert Section 00800 "Special Contract Requirements", as attached.
 - g. Section 01451: Insert Section 01451 "Contractor Quality Control" as attached.

h. Section 00110: Delete paragraph 1.e and insert the following:

“e. A site visit will also be scheduled, for the Offerors, prior to submittal of PRICE proposals, at which time Offerors will be allowed to examine the site. The source selection will be evaluated in two parts. Offerors will submit TECHNICAL PROPOSALS for evaluation. Upon completion of the 100% plans and specifications, these will be issued to the Offerors. Offerors will then submit a PRICE PROPOSAL based on the 100% plans and specifications. The SOLICITATION specifies a specific format for submittal of the Proposal. This format is as outlined below. All proposals that are not in the prescribed format will not be evaluated.”

2. This Amendment shall be attached to the specifications and shall be a part thereof.

ELLA SNELL
CONTRACTING OFFICER
C, CONTRACTING DIVISION

Incl: Checklist (2 pages), Cover Sheet (1 page), Project Narrative (1 page)
Section 00110 Small Business Subcontracting Model Plan (9 pages),
Section 00800 (58 pages)
Section 01451 (14 pages)

US ARMY ENGINEER DISTRICT, NEW YORK
REQUEST FOR PROPOSALS NO. DACA51-01-R-0028

CHECK LIST FOR OFFERORS

ATTACHED IS RFP NO. DACA51-01-R-0028
Arvin Cadet Physical Development Center, Phase 2/3
United States Military Academy, West Point, NY

ALL INFORMATION REQUIRED BY THE TERMS OF THIS SOLICITATION MUST BE FURNISHED. MISTAKES OR OMISSIONS MAY RENDER YOUR BID INELIGIBLE FOR AWARD. IMPORTANT ITEMS FOR YOU TO CHECK ARE INCLUDED IN BUT NOT LIMITED TO THOSE LISTED BELOW. THIS INFORMATION IS FURNISHED ONLY TO ASSIST YOU IN SUBMITTING A PROPER BID.

- ☐ HAVE YOU ACKNOWLEDGED ALL AMENDMENTS?
- ☐ HAVE YOU COMPLETED THE "REPRESENTATIONS AND CERTIFICATIONS" (SECTION 00600) PORTION OF THE SOLICITATION?
- ☐ IS YOUR DUNS NUMBER LISTED ON THE STANDARD FORM 1442?
- ☐ IS YOUR BID PROPERLY SIGNED?
- ☐ A BID BOND IS REQUIRED. HAS YOUR SURETY PROVIDED YOU WITH A BID BOND ON STANDARD FORM 24 OR A SIMILAR FORM CONTAINING THE SAME LANGUAGE AS A STANDARD FORM 24?
- ☐ IS YOUR BID GUARANTEE IN THE PROPER AMOUNT?
- ☐ IS YOUR BID GUARANTEE PROPERLY SIGNED BY BOTH THE BIDDER AND SURETY AND ARE ALL REQUIRED SEALS AFFIXED?
- ☐ IS THE NAME IN WHICH YOU SUBMITTED THE BID THE SAME ON YOUR BID AS ON THE BID BOND?
- ☐ IS YOUR BID BOND INCLUDED WITH YOUR BID? (A LATE BID GUARANTEE IS TREATED THE SAME AS A LATE BID)
- ☐ HAVE YOU ENSURED THAT YOU HAVE NOT RESTRICTED YOUR BID BY ALTERING THE PROVISIONS OF THE SOLICITATION?

___ WHEN REQUIRED, HAVE YOU ENTERED A UNIT PRICE FOR EACH BID ITEM? (THE SOLICITATION SPECIFICALLY STATES WHEN THIS IS NECESSARY.)

___ ARE DECIMALS IN YOUR PRICES IN THE PROPER PLACE? ARE YOUR FIGURES LEGIBLE?

___ IF YOU HAVE MADE ERASURES OR CORRECTIONS ON YOUR BID, ARE THEY INITIALED BY THE PERSON SIGNING THE BID?

___ DOES THE ENVELOPE CONTAINING YOUR BID PROPERLY IDENTIFY THAT IT IS A SEALED BID AND DOES IT CONTAIN THE CORRECT SOLICITATION NUMBER AND BID OPENING TIME?

___ WILL YOUR BID ARRIVE ON TIME? (SEE PARAGRAPH ENTITLED “LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS” IN THE INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS, SECTION 00100 OF THE SOLICITATION.)

NOTE: THERE ARE INCREASED SECURITY MEASURES AT JACOB K. JAVITS FEDERAL BUILDING, 26 FEDERAL PLAZA THAT MAY AFFECT THE TIME IT TAKES TO ENTER THE BUILDING. BIDDERS IS RESPONSIBLE TO ENSURE THAT ITS BID IS SUBMITTED TIMELY.

NEW YORK DISTRICT
CORPS OF ENGINEERS
NEW YORK, NEW YORK 10278-0090

REQUEST FOR PROPOSALS
FOR
Arvin Cadet Physical Development Center
Phase 2/3
United States Military Academy
West Point, New York

1. Attached is REQUEST FOR PROPOSALS(RFP) NO. DACA51-01-R-0028
2. OFFERS MUST BE SET FORTH full, accurate, and complete information as required by this Request for Proposals, including attachments. The penalty for making false statements in bids is prescribed under Title 18, United States Code, Section 1001.
3. SUBMISSION OF OFFERS: Complete details concerning proper submission of bids are contained in the INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS (Section 00100).
4. Note the REQUIREMENT FOR AFFIRMATIVE ACTION of the EQUAL OPPORTUNITY clause as it applies to the contract resulting from this solicitation. (See paragraph NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY in Section 00100 of this RFP).
5. REPRESENTATIONS AND CERTIFICATIONS – SECTION 00600
Bidders and Offerors are required to complete the REPRESENTATIONS AND CERTIFICATIONS and submit them with their bids.

Within Section 00600, note in particular the CERTIFICATION OF NON-SEGREGATED FACILITIES. Failure of a bidder or offeror to agree to the certification will render his bid or offer non-responsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause (1984 APR).

6. THIS PROJECT IS UNRESTRICTED.

PROJECT NARRATIVE:

SCOPE OF WORK:

The scope of work for Phases 2/3 includes the demolition of approximately 7, 000 GSF of the existing Arvin Cadet Physical Development Center, the construction of a new 350,000 GSF Arvin Cadet Physical Development Center and renovation to the existing historic Hayes Gymnasium. Phase 1 has been completed and Phase 1A is currently underway under separate contract. Phase 1 involved demolition of existing facilities, construction of new substation and placement of underground utilities. Phase 1A continued the demolition and protection of the Main Lobby.

CONTRACT DESCRIPTIONS AND ADMINISTRATION

This contract is a firm fixed price contract. The New York District will make one award. The expected contract duration is approximately three (3) years. This project has been fully authorized by Congress, but will be incrementally funded in FY01 and 02. After award, the administration of this contract will be through the New York District, Corps of Engineers.

ACQUISITION STRATEGY

The Government will use a best value selection with, trade-offs, approach for this source selection. The successful Offeror must have submitted a clear and concisely written proposal that gives the Government the greatest confidence in the Offerors ability to meet the Government's requirements in an affordable manner. Offerors must demonstrate a thorough understanding of project requirements and a commitment to excellence in all aspects of project execution. This source selection may result in award being made to a higher rated, higher priced Offeror where the decision is consistent with the evaluation factors and where it is determined by the Source Selection Authority that the technical superiority and/or overall business management approach, and/or demonstrated past performance/past experience record of the higher priced Offeror outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgment, will base the source selection decision on an integrated assessment of the proposals submitted in response to this solicitation in accordance with the evaluation factors established within the solicitation. A site visit will also be scheduled, for the Offerors, prior to submittal of price proposals, at which time Offerors will be allowed to examine the site. The source selection will be evaluated in two parts. Offerors will submit TECHNICAL PROPOSALS for evaluation. TECHNICAL PROPOSALS are due on the date specified on the SF1442 form. Upon completion of the 100% plans and specifications, these will be issued to the Offerors. 100% plans and specifications will be ready for issuance on or about the dates specified on the SF1442 form. Offerors will then submit a PRICE PROPOSAL based on the 100% plans and specifications on or about the dates specified on the SF1442 form. The SOLICITATION specifies a specific format for submittal of the Proposal. This format is as outlined below. All proposals that are not in the prescribed format will not be evaluated.

**SMALL BUSINESS SUBCONTRACTING PLAN
(MODEL OUTLINE *)**

IDENTIFICATION DATA

Contractor: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

TOTAL AMOUNT OR CONTRACT
(INCLUDING OPTIONS) \$ _____

PERIOD OF CONTRACT PERFORMANCE
(DAY, MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b)(1)) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a federal government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

1. TYPE OF PLAN (check one)

- ◇ Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract, including any option periods.)
- ◇ Master Plan (Goals developed for this contract; all other elements standard; must be renewed every year.)
- ◇ Commercial Products Plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The contractor must provide a copy of the lead agency approval.)

2. GOALS

State separate dollar and percentage goals for using small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors in the following format. **(For a contract with options, provide a separate statement for the basic contract and individual statements for each option year.)**

- a. Total estimated dollar value and percent of planned subcontracting with small businesses (include veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns):
(% of "c")

\$ _____ and _____ %

- b. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as "other than small"): (% of "c")

\$ _____ and _____ %

- c. Total estimated dollar value of all planned subcontracting; i.e., the sum of a and b above:

\$ _____ (100 Percent)

- d. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses: (% of "c")

\$ _____ and _____ %

- e. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses: (% of "c")

\$ _____ and _____ %

- f. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses: (% of "c")

\$ _____ and _____ %

- g. Total estimated dollar value and percent of planned subcontracting with women-owned small businesses: (% of "c")

\$ _____ and _____ %

3. Provide a description of all the products and/or services to be subcontracted under this contract, and indicate the types of businesses supplying them: i.e., OTHER THAN SMALL BUSINESS (OTHER, e.g., LARGE BUSINESS), SMALL BUSINESS (SB), VETERAN-OWNED SMALL BUSINESS (VOSB), HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (WOSB):

(Check all that apply)

Subcontracted Product/Service	Other	SB	VOSB	HUBZone	SDB	WOSB

(Attach additional sheets if necessary.)

4. A description of the method used to develop the subcontracting **GOALS**:

5. A description of the method used to identify potential **SOURCES** for solicitation purposes (e.g., whether you used existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged, and women-owned small business trade associations. A firm may rely on the information contained in PRO-Net (at <http://pro-net.sba.gov/>) as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, and women-owned small business source list.

-
- This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

7. PROGRAM ADMINISTRATOR

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

Email Address: _____

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business; and assure that small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services they are capable of providing;
- b. Developing and maintaining bidder's lists of small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns from all possible sources;
- c. Ensuring periodic rotation of potential subcontractors on bidders lists;
- d. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses;
- e. Make arrangements for the utilization of various sources for the identification of small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses such as the SBA's PRO-Net, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, the facilities of local small business, minority associations, and contact with federal agencies' Small Business Specialists;

- f. Overseeing the establishment and maintenance of contract and subcontract award records;
- g. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;
- h. Ensure that small, veteran owned small, HUBZone small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;
- i. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures;
- j. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;
- k. Preparing, and submitting timely, required subcontract reports;
- l. Coordinating the company's activities during the conduct of compliance reviews by federal agencies;
- m. Providing technical assistance; e.g., engineering, quality control, and managerial assistance to small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses.
- n. Other duties:

8. EQUITABLE OPPORTUNITY

Describe efforts the offeror will make to ensure that small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contacting minority, women's, and small business trade associations;
 - 2. Contacting business development organizations;

3. Attending small, veteran's, minority, and women's business procurement conferences and trade fairs;
 4. Requesting sources from the Small Business Administration's (SBA) PRO-Net;
 5. Utilizing newspaper and magazine ads to encourage new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
1. Presenting workshops, seminars, and training programs;
 2. Establishing, maintaining, and using small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source lists, guides, and other data for soliciting subcontracts; and
 3. Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Additional efforts:

9. FLOW-DOWN CLAUSE

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

10. REPORTING AND COOPERATION

The contractor gives assurance of: (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contract," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 – March 31	SF-294	4/30
Apr 1 – Sept 30	SF-294	10/30
Oct 1 – Sept 30	SF-295	10/30

Addresses

- a) SF-294 to be submitted to the Deputy, Small Business, New York District, 26 Federal Plaza Room 21-130E ; and the cognizant SBA Commercial Market Representative.
- b) SF-295 to be submitted as above..

11. RECORDKEEPING

The following is a recitation of the type of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. If the prime contractor is not using PRO-Net as its source for small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns, list the names of guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business sources;
- c. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating: (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether HUBZone small business concerns were solicited, and if not, why not; (4) whether small disadvantaged business concerns were solicited, and if not, why not; (5) whether women-owned small business concerns were solicited, and if not, why not; and (6) if applicable, the reason that the award was not made to a small business concern;
- d. Records to support other outreach efforts, e. g., trade associations, business development organizations; conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and veterans service organizations;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards, and (2) monitoring of activities to evaluate compliance; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business size of each subcontractor. (This item is not required on a contract-by-contract basis for company or division-wide commercial plans.)

g. Additional records:

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone Number: _____

Facsimile Number:

Email address: _____

SADBUS Recommendation: _____/Date _____

Kathleen Hirschy
Deputy for Small Business
New York District
212 264 0147 Email: Kathleen.hirschy@usace.army.mil

SBA Approval:

Agency: U.S. Small Business Administration

Signature: _____

Typed Name: Debra B. Libow

Title: SBA Procurement Center Representative

Date Approved: _____

Phone Number: 212-264-4395

Facsimile Number: 212-264-3013

Contracting Officer Approval: _____/Date _____

Ella D. Snell Lisa Renee Kraus
Chief, Contracting Division Contracts Branch

Arvin CPDC
USMA, West Point

SECTION 00800
SPECIAL CONTRACT REQUIREMENTS
5 Jul 01

INDEX

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

- 00800.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
- 00800.2 LIQUIDATED DAMAGES - CONSTRUCTION
- 00800.3 EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF SUBCONTRACTS
- 00800.4 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
- 00800.5 PERFORMANCE OF WORK BY THE CONTRACTOR
- 00800.6 CERTIFICATES OF COMPLIANCE
- 00800.7 IMPLEMENTING GUARANTEES
- 00800.8 BID GUARANTEE
- 00800.9 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
- 00800.10 RECORD DRAWINGS
- 00800.11 DESIGNATION OF PROPERTY ADMINISTRATOR
- 00800.12 PHYSICAL DATA
- 00800.13 PRICING ADJUSTMENTS
- 00800.14 PAYMENT FOR MATERIALS DELIVERED OFF-SITE
- 00800.15 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
- 00800.16 ALTERATIONS IN CONTRACT
- 00800.17 AVAILABILITY AND USE OF UTILITY SERVICES
- 00800.18 SALVAGE MATERIALS AND EQUIPMENT
- 00800.19 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
- 00800.20 CONSTRUCTION PROJECT SIGNS
- 00800.21 LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS
- 00800.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 00800.23 CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM
- 00800.24 IDENTIFICATION OF EMPLOYEES
- 00800.25 FIELD OFFICE
- 00800.26 EXCLUSION OF PERIODS IN COMPUTING COMPLETION SCHEDULES
- 00800.27 QUANTITY SURVEYS
- 00800.28 TIME EXTENSIONS
- 00800.29 MISPLACED MATERIAL
- 00800.30 SUPERINTENDENCY OF SUBCONTRACTORS
- 00800.31 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTS
- 00800.32 VERIFICATION OF SMALL BUSINESS UTILIZATION
- 00800.33 HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA
- 00800.34 SAFETY AND HEALTH REQUIREMENTS MANUAL
- 00800.35 SPECIAL SCHEDULING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL SYSTEMS
- 00800.36 SUBMISSION OF CLAIMS

00800.37 CONSTRUCTION COLOR BOARD SUBMITTALS
00800.38 ROAD CLOSURES AND UTILITY OUTAGES
00800.39 ACCESS ROUTES, CONTRACTOR AREAS AND DELIVERY AND VISITOR CONTROL
00800.40 EXISTING PARKING
00800.41 MAINTENANCE OF ACCESS ROADS
00800.42 FIRE PROTECTION
00800.43 SITE AND BUILDING SECURITY
00800.44 UTILITY VERIFICATION
00800.45 ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES:
00800.46 CONNECTION WITH WORK OF OTHER CONTRACTS
00800.47 WORKING CONDITIONS, WORKING HOURS AND NON-WORKING DAYS
00800.48 CONSTRUCTION DISPOSAL, HOUSEKEEPING AND CLEANUP
00800.49 DISPOSAL AND BURNING
00800.50 BUILDING OCCUPANCY
00800.51 PROTECTION OF OCCUPANTS AND EXISTING BUILDING FACADE
00800.52 DUST AND NOISE CONTROL
00800.53 OPERATION AND MAINTENANCE MANUALS
00800.54 PREPARATION OF DD FORM 1354
00800.55 SCAFFOLDING
00800.56 COORDINATION OF TRADES
00800.57 COORDINATION WITH INSTALLATION PERSONNEL
00800.58 PROGRESS PHOTOGRAPHS
00800.59 MATERIAL HOISTS
00800.60 PARTNERING
00800.61 DIGGING PERMIT
00800.62 PEST CONTROL
00800.63 COORDINATION MEETINGS
00800.64 VIDEO TAPING
00800.65 CONTRACTOR'S KEY MANAGEMENT PERSONNEL
00800.66 CONTINUITY OF QUALITY PERFORMANCE
00800.67 GOVERNMENT RESIDENT MANAGEMENT SYSTEM
00800.68 YEAR 2000 COMPLIANCE
00800.69 DISPENSARY AND HOSPITAL FACILITIES
00800.70 CONTRACTOR WARRANTY MANAGEMENT
00800.71 ENVIRONMENTAL RESPONSIBILITY

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

00800.1 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

a. The Contractor shall be required to (i) commence work under this contract within 5 Calendar days after the date the Contractor receives the Notice to Proceed (NTP), (ii) prosecute the work diligently, and (iii) complete all the work within **1,278** calendar days incorporating the following restrictions.

(1) Phase 1.01

There is a current contract Arvin CPDC PH-1A, which is primarily in the footprint of the former building B. This contract is ongoing. Access to the area of this contract is expected to be granted by 13 November 2001.

Construct new Physical Development Center, primarily-

- Early construction of new main electrical room.
- Demolish building F.
- Construct new buildings YS, YN, Z.
- Renovation and related work in building B.

(2) Phase 1.02 (Optional Bid Item)

Renovate existing building "A".

Phase 1.02 can not be started until Phase 1.01 is completed and Accepted.

(3) Arvin CPDC will remain fully operational for the duration of the construction period.

(4) Coordination Period: The contractor shall reserve a 2 work-day period of time no later than one month following contract NTP and pre-construction conference for coordination. The contractor's project management team responsible for this project shall participate. During the 2 day coordination period the contractor and the Government will exchange information related to the government regulations and procedures, points of contact at USMA, relevant design information and general discussion about the execution and coordination of the project. The contractor shall dedicate his management team for this 2-day period to the Coordination Period.

(5). Should any or all-optional bid items be awarded, the optional bid items must be completed concurrently with the base bid items. The time stated for completion shall include the final cleanup of the premises in accordance with FAR 52.212-3 (APR 1984).

b. Location: The site of work is located at U.S. Military Academy, West Point, New York. The site of the work is on a military reservation and all rules and regulations issued by Commanding Officer covering general safety, security, fire protection and sanitation and pollution control requirements, etc., shall be observed by the Contractor. In addition to complying with these regulations, the Contractor shall require compliance of all his subcontractors, employees, agents or other personnel connected with the performance of the contract.

c. The Contractor shall furnish all labor, materials, equipment and services (except those furnished by the Government) for all work required by this procurement.

d. All work shall be in accordance with the drawings and specifications or instructions attached hereto and made a part thereof, or to be furnished hereafter by the Contracting Officer and subject in every detail to his supervision, direction and instructions. (DOD FAR Supplement 52.236-7014).

e. Magnitude of Construction Project: The estimated value of the proposed work is over \$50,000,000.

00800.2 LIQUIDATED DAMAGES-CONSTRUCTION (APR 1984) (FAR 52.212-5)

a. If the Contractor fails to complete the work within the time specified for the work as stated in Paragraph 00800.1 in the contract, or any extension thereof, the Contractor shall pay to the Government as liquidated damages, the sum of \$2,425 for each day of the delay.

b. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of the liquidated damages until such reasonable time as may be required for final completion of the work together with any increased cost occasioned the Government in completing the work.

c. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

d. At a time before the scheduled date of project completion(including all extensions) and before the project is physically complete but functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility or project provided that the remaining work to be done ("punchlist") is completed no later than 60 days from the date of transfer. In this case the contractor shall pay liquidated damages for punch-list items not completed in the daily amount of \$300 per day commencing after 60 days of project transfer or after date required for project completion, whichever occurs later.

00800.3 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (APR 1984)

Notwithstanding the clause of this contract entitled "Subcontracts", the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$1 million or more without obtaining in writing from the Contracting Officer a clearance that the proposed subcontractor is in compliance with the equal opportunity requirements and therefore is eligible for award. (FAR 52.222-28).

00800.4 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (APR 1984)

a. The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

(1) General Liability (Comprehensive form of policy)

Bodily Injury Liability - \$500,000 per occurrence

Property Damage Liability - \$20,000 per accident.

(2) Automobile Liability Insurance(Comprehensive form of policy)

Bodily Injury Liability - \$200,000 per person and \$500,000 per accident.

Property Damage Liability - \$20,000 per accident.

(3) Workmen's Compensation and Employer's Liability Insurance: Compliance with all applicable workmen's compensation and occupational diseases statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is required.

b. Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation of any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

c. The Contractor agrees to insert the substance of this clause, including this paragraph in all subcontracts hereunder. (FAR 52.228-5)

00800.5 **PERFORMANCE OF WORK BY THE CONTRACTOR: (1984 APR)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen (15) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government (FAR 52.236-1).

00800.6 **CERTIFICATE OF COMPLIANCE**

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 4 copies. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the

Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements (ECI 7-670.3).

00800.7 **IMPLEMENTING GUARANTEES**

At any time subsequent to the acceptance by the Government of a completed installation under this contract, which installation is required to be covered by a specific guarantee under the terms of the various sections in the TECHNICAL PROVISIONS, the Installation Commander will be an authorized party for the purpose of implementing the provision of such guarantees in behalf of the Government.

00800.8 **OFFER GUARANTEE**: See Bid Guarantee Clause of Section 00700, CONTRACT CLAUSES.

00800.9 **CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS** (FAR 52.236-7002)

See Contract Drawings, Maps and Specifications Clause of Section 00700, CONTRACT CLAUSES.

For Index of Drawings see Drawing Sheet No. G0.1 – G0.4. Please note that the drawings previously issued were provided to the Offerors to allow them to prepare the technical proposal. The 100% plans and specifications will be issued on or about the date specified on the SF1442. These drawings will be used by the Offerors to prepare the price proposals.

00800.10 RECORD DRAWINGS (R.6-01)

a. General: The Contractor will maintain as-built drawings during the construction period and will submit final record drawings at the completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) files consisting of compact (computer) disks or magnetic media of the drawing files in the appropriate CAD format (i.e. "Microstation", "Autocad", etc.) for the project.

The Contractor is required to make mylars from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand. Scanned drawings will not be acceptable

b. **Progress As-built Prints:** During construction the Contractor is responsible for maintaining up to date one set of mylar prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accordingly and neatly recorded as they occur by means of details and notes. The as-built prints will be jointly inspected for accuracy and

completeness by the Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Progress as-builts shall show the following information, but not limited thereto:

(1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.

The location and dimensions of any changes with the building and structure.

(3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.

(4) Correct elevations if changes were made in site grading

(5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

(6) The topography and grades of all drainage installed or affected as part of the project construction.

(7) All changes, which result from contract modifications.

(8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.

(9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. **Hand Drafting:** The mylars shall be updated using hand drafting. Only personnel proficient in the preparation of engineering drawings to standards satisfactory and acceptable to the Government shall be employed to modify the mylars. All additions and corrections to the contract drawings shall be neat, clean and legible, and shall match the adjacent line work and/or lettering being annotated in type, density, size and style

d. **Protection of Records:** The Contractor shall be responsible for the protection and safety of mylars and CAD record until submitted to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

e. **25%, 50%, 75%, and 90% As-Built Update:** At these points in construction of this project (as determined by progress payments) the Contractor will update the CAD files of the

project drawings in the appropriate CAD program to show as-built conditions as above, and submit an updated computer disk and one set of prints to the Contracting Officer for approval. Any required corrections will be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record to produce the required prints.

f. **Preliminary Record Drawing Submittal:** At least thirty calendar (30) days before the anticipated date of final acceptance inspection the Contractor shall deliver two copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. They shall be printed from the CAD files updated in the appropriate CAD program. Within ten days, the Government will provide the Contractor one set of prints indicating any required corrections to the preliminary submittal. Contractor will correct and resubmit within 5 days. Any required subsequent review and resubmission periods will each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor will prepare final Record Drawings.

g. **Record Drawing Submission:** In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints and mylars must be reproduced from the updated CAD files. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer -

Three (3) CD's of CAD files of Record Drawings.

One (1) set of Mylar Record Drawings

One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and shall be cause for withholding any payment due the Contractor under this contract.

h. **Property:** All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings shall be accomplished before final payment is made to the Contractor.

i. **Payment:** No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

00800.11 **DESIGNATION OF PROPERTY ADMINISTRATOR:** The Chief, Property and Accounting Section, US Army Engineer District, NY, Federal Building, 26 Federal Plaza, NY, NY 10278-0090 is designated as Property Administrator in connection with the contract.

00800.12 **PHYSICAL DATA:** Information and data furnished or referred to below are furnished for the Contractor's information. However, it is expressly understood that the Government will not be responsible for any interpretation or conclusion drawn therefrom by the Contractor (FAR 52.236-4) (APR 1984).

a. Weather Conditions: Climatological data determined from records of the U.S. Weather Bureau Station, USMA, West Point, NY:

Mean Annual Temperature: 51.9 degrees F

Mean Annual Precipitation: 46.1 inches

See also paragraph 00800.22, TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

b. Transportation Facilities:

Railroads: Conrail serves the locality of the proposed work. The Contractor shall make all arrangements at his expense for the use of sidings necessary for the delivery of materials, equipment, supplies, and other facilities required for completion of the work. The Contractor's use of sidings must be arranged so as not to interrupt or delay the operation of the Military reservation.

Highways and Roads: Routes US #9W and NYS #293 serve the locality of the proposed work. Roads within the military reservation proposed to be used by the Contractor, shall be subject to prior approval of the Post authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

00800.13 **PRICING OF ADJUSTMENTS:**

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other clause of this contract, such costs shall be in accordance with Part 31 of the Federal Acquisition Regulation and DFARS 52.215 7000 (APR 1985) as follows: "In determining whether a pricing adjustment is expected to exceed \$100,000, the term "pricing adjustment" shall mean "the aggregate increases and/or decreases in cost plus applicable profits".

00800.14 **PAYMENT FOR MATERIALS DELIVERED OFF-SITE: (EFARS 52.2/9102E)**

Pursuant to the Contract Clauses in this contract titled "Payments Under Fixed-Price Construction Contracts", materials delivered to the Contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates

and if all the conditions of the Contract Clauses are fulfilled. Payment for items delivered to locations other than the work site will be limited to those materials which have been approved, if required by the technical provisions; those materials which have been fabricated to the point where they are identifiable to an item of work required under this contract. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of materials and labor incorporated into the item.

00800.15 EQUIPMENT OWNERSHIP & OPERATING EXPENSE SCHEDULE (EFARS 52.2/9108(f))

a. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the contractor's accounting records. When both ownership and operating costs cannot be determined from the contractor's accounting records, equipment costs shall be based upon the applicable provisions EP 1110-1-8, *"Construction Equipment Ownership and Operating Expense Schedule", Region 1. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply. (*This manual can be ordered from the Government Printing Office by calling Tel. No. (202) 783-3238. There is a charge for the manual.)

b. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

c. When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

00800.16 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

a. Add the following sentence to paragraph "g" of the basic Contract Clauses, SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 1984) : "Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted."

Alt. 1 (APR 1984) FAR 52.236-21 (7-602.54 (b) (1) OCT 1976)

00800.17 **AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)**

a. The Government shall make all reasonable amounts of utilities (from existing sources only), except for electric for temporary heat, available during the course of the contract. Unless otherwise provided in the contract, the amount of each utility consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve all utilities.

b. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia (FAR 52.236-14).

c. Temporary Heating: Applies to Arvin CPDC.

(1) The Contractor shall be responsible to provide heat and maintain appropriate building temperature for areas of work, 24 hours a day for the duration of the contract. Electric heat shall require Contracting Officer approval. Open flame heaters are prohibited.

(2) Government steam from existing supply lines is available, but shall be controlled and conserved through the use of a heating system. The Contractor shall pay the government for the use of steam at the prevailing rate listed in the contract. The Contractor has the option to install at the initiation of the project, a temporary meter for this purpose, or install a permanent meter, as required in the drawings and technical provision of the contract, which shall become the property of the Government.

(d) The prevailing rates that will be charged to the Contractor for utility usage will be as follows:

Gas: not available
Water: \$1.33/1000 GAL

Electric: \$0.1449/KWH
Steam: \$10.03/1000 LBS.

(e) The Contractor will be charged a flat rate of \$2,000 per month for utilities, if the meters and distribution lines required in paragraph (b) above are not installed.

(f) All costs associated with the above are the Contractor's and shall be included in the Base Bid price.

00800.18 **SALVAGE MATERIALS AND EQUIPMENT (JAN 1965):** The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

a. The following items will be salvaged by the Government. The equipment will be removed, stored and installed by the Government.

NONE

b. The following items shall be salvaged by the Contractor and turned over to the Government. The contractor shall salvage and deliver the following items to a location within a 4-mile radius of the site. Exact location to be determined by the Contracting Officer.

NONE

c. The following items shall also be salvaged by the Contractor and turned over to the Government:

(1) Site signage: Contractor shall salvage, clean and deliver all traffic and directional signs within the work site to the Government at Building 667 (DHPW Sign Shop).

(2) Parking Lot Light Standards and Luminaries: Contractor shall salvage and deliver all light standards to the Government at the DHPW Electrical shop salvage yard in the vicinity of the Post Motor Pool.

(3) Additional items to be salvaged are listed in the demolition specification section
02220 and on plan D0.3.

00800.19 **IDENTIFICATION OF GOVERNMENT FURNISHED EQUIPMENT (APR 84):**

None

00800.20 CONSTRUCTION PROJECT SIGNS:

The Contractor shall construct two project signs for each work site; one for project identification and the other to show on-the-job safety performance. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected as soon as possible and within 15 calendar days after the date of Notice to Proceed.

The two signs are to be displayed side by side and mounted for reading by passing viewers. The exact placement location will be as designated by the Contracting Officer.

Panels are to be fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces shall be non-reflective vinyl.

All legends are to be die-cut or computer cut in the sizes and typefaces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with the Corps signature (reverse version) shall be screen printed onto the white background.

No separate payment will be made for erecting and maintaining the project signs, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the project, the Contractor shall remove the signs from the work site.

Refer to the end of this section for details of the signs.

00800.21 LABOR SURPLUS AREA EXPENDITURE REQUIREMENTS

NOT USED

00800.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS". The listing below defines the monthly-anticipated adverse weather for the contract period and is based upon NOAA or similar data for the geographic location of the project.

STATION LOCATION: USMA, West Point, NY

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(8)	(7)	(7)	(9)	(9)	(8)	(5)	(7)	(5)	(8)	(6)	(9)

(1) Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather

and resultant impact to normally scheduled work. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereby) weather time evaluations. Actual adverse weather days will be required on a Calendar day basis (include weekends and holidays) and compared to the monthly-anticipated adverse weather in subparagraph "a" above. For purposes of subparagraph "2" the term actual adverse weather days shall include days impacted by actual adverse weather days.

(2) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in subparagraph "a" above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's workday and delay work critical to the timely completion of the project. The Contracting Officer will convert any delays meeting the above requirements to Calendar days and issue a modification in accordance with the General Provision entitled "TERMINATION FOR DEFAULT -DAMAGES FOR DELAY -TIME EXTENSIONS".

b. The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

00800.23 **CONTRACTOR PREPARED NETWORK ANALYSIS SYSTEM**

See Specification 01320.

00800.24 **IDENTIFICATION OF EMPLOYEES:**

a. The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employees. The photo identification badges shall be photo plastic laminate with a bright orange bar at the top. The badges shall indicate the project name, prime contractor name, subcontractor name, badge no., employee's signature and photograph. These badges will be supplied to all employees including subcontractors. All personnel working on the project must be in possession of their contractor badges at all times. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. (DOD FAR Supplement 52.236-7007)

b. **VEHICLE REGISTRATION/TRAFFIC REGULATIONS:** The Contractor and subcontractors shall register all company and private vehicles that will be used in the execution of this contract with the Installation Provost Marshall's office prior to start of work by the Contractor/subcontractor. The Contractor shall submit a list of such vehicles to the Contracting Officer identifying them by vehicle number, vehicle license number, registration (where registered and expiration of registration), and insurance coverage. All Contractor/subcontractor employees working under this contract shall comply with the Installation Traffic Regulations. All contractor vehicles are subject to random searches.

c. **TRAFFIC CONTROL:** The contractor is informed that at various times parades, ceremonies, and other events will be held which may cause traffic congestion affecting the Contractor's operations. Greatly increased congestion may be anticipated during events, which are listed in Paragraph 00800.47, hereinafter. Schedules of other events may be obtained periodically from the Contracting Officer.

00800.25 **FIELD OFFICE:**

- a. The Government representatives will occupy offices in Scott Barracks, second floor; Division 55. Contractor shall provide weekly janitorial services and supplies for the duration of the contract.
- b. Contractor shall provide four-four drawers legal size file cabinets.
- c. In addition to the above-specified equipment, the field office shall be equipped with the following, including equipment setup, and all maintenance and repair services. All equipment and software must be compatible.
 - One copier (Konica Model 2125 with sorter and auto feeder or approved equal)
 - One plain paper fax machine (HP Model FAX-7000 or approved equal)
 - Three personnel computer systems having the following hardware and software capabilities.

Hardware:

Computer with Pentium III processor running at 500 MHz or better
with High speed cache memory controller
with at least 512 KB L2 PIPELINE BURST CACHE
with 100MHz SYSTEM BUS
with at least 128 MB RAM (memory)
with (1) 3.5" 1.44 MB diskette drives with hard drive controller with 10 GB hard drive with
access time of 9 ms
with Sound Card WI Speakers
with Enhanced 101 keyboard

6 outlet surge protector

19"(viewable) SVGA high resolution COLOR monitor or better with 8Mb SVGA color graphics
card minimum 100 MHz

HP LaserJet 4100 Series printer or approved equal(one of the three printers to be HP Photosmart
1000 or equal)

Ergonomic Mouse and mouse pad

Modem V.90 56 KB BAUD

Internal CD ROM (40x/Speed or better)

Signature card reader: Gradkell part number- 050-0300, Phone #: 256/722-8585ext 37

Color Scanner

CD-RW (Read/Write) Drive

Software:

Window NT version 4.0 (or latest version)
MS Office Suite (latest version)
MS Exchange (latest version)
Internet Explorer (latest version)
Photo Shop (latest version)
Antivirus software and periodic updates

- d. No separate payment will be made for providing the above accommodations and all costs in connection therewith will be considered the obligation of the Contractor.
- e. All hardware and software provided must comply with the accessibility requirements as specified in Section 508 of the "Rehabilitation Act".
- f. Computer Security requirements:

The contractor will agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by Government personnel in accordance with contract requirements.

i. The computers must be dedicated exclusively for Government use. Contractor will not any use any computer it supplies which is designated for use by the Government. Contractor will assure that the Central Processing Unit (CPU) is electronically isolated from the contractor's and not inter-connected via Local Area Network (LAN).

ii. Normal access to the computer shall be restricted to Corps of Engineers personnel. Contractor shall supply a separate lockable trailer where the computers are to be set up. Contractors must immediately notify Government personnel when emergency access to the trailer was exercised by non-Government individuals, and what the circumstances were.

iii. If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard-drive will be returned to the Government. Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves of the repair.

iv. At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard-drive.

v. Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

00800.26 **EXCLUSION OF PERIODS IN COMPUTING COMPLETION SCHEDULES**

NOT USED

00800.27 **QUANTITY SURVEY (APR 84)**

a. Quantity surveys shall be conducted, and data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any period for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such materials furnished to the Contracting Officer. (FAR 52.236-16)

00800.28 **TIME EXTENSIONS (APR 1984)**

Notwithstanding any other provision of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for specific elements so delayed and that the remaining contract completion dates for all portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule. (FAR 52.212-6)

00800.29 **MISPLACED MATERIAL**

NOT USED

00800.30 **SUPERINTENDENCE OF SUBCONTRACTORS (JAN 1965)**

a. The Contractor shall be required to furnish the following, in addition to the superintendence required by the Contract Clauses titled, "SUPERINTENDENCE BY THE CONTRACTOR".

(1) If more than 50% and less than 70% of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70% or more of the value of the work is subcontracted, the Contractor shall be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

b. If the Contracting Officer, at any time after 50% of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirement for additional superintendence subject to the right of the Contracting Officer to reinstate such requirement if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

00800.31 PROCEDURES FOR SUBMISSION AND PAYMENT OF ALL CONTRACT PAYMENTSs

In addition to the requirements contained in the Contract Clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS", "PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS" and to implement the requirements of the Prompt Payment Act Amendments of 1988, P.L. 100-496, the following shall apply to all payments made under this contract:

a. At the time of submission of the project schedule, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative shall review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved shall any payment invoice be accepted from the Contractor and any payment made to him. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case shall more than 10% of the contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit his request for payment by submission of a proper invoice to the office of person(s) designated in subparagraph (c). For purposes of payment a "proper invoice" is defined as the following:

1. An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

2. A properly completed Eng. Form 93 and 93a (where required).
3. All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.
4. The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" would be either a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that -----

(1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts, which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(4) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

c. The Government shall designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the Eng. Form 93 and 93a Form to the Area Engineer.

d. The Government representative shall return any request for payment, which is deemed defective within 7 days of receipt and shall specify the defects. If the defect concerns a disagreement as to the amount of work performed and or the amount of the payment being submitted, the Government and the Contractor's representative shall meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and Eng. Form 93 (and 93a) and any other submissions requiring correction. These will be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government shall determine the proper amount per Contract Clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for Prompt Payment Act purposes will not have been submitted to the Government.

f. The Government shall pay the Contractor in accordance with the following time frames:

1. Progress Payments. From the date a "proper invoice" is received, in accordance with subparagraphs b and d of this clause, the Government will issue a check within 14 calendar days.

2. Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government shall issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

3. Final Payment. A final payment request shall not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, as-built's, training, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

00800.32 **VERIFICATION OF SMALL BUSINESS UTILIZATION**

(a) This clause is applicable to small business concerns whose contracts exceed \$1,000,000.

(b) In accordance with the clause at FAR 52.219-8, entitled UTILIZATION OF SMALL BUSINESS CONCERNS AND DISADVANTAGED BUSINESS CONCERNS, in effect on the date of this contract, the Contracting Officer may survey the extent of small and small disadvantaged business utilization under this contract. The Contractor may be required to report to the Contracting Officer statistical data on the number and dollars amounts of subcontracting awards with small businesses and small disadvantaged businesses.

(c) As appropriate, the Contracting Officer may require one or more follow-up reports to the initial report.

(d) The Contractor agrees to insert this clause in any subcontract that may exceed \$1,000,000, including this subparagraph (d).

00800.33 **HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (AUG 1987)**

(a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material 5 days

before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract, which will involve exposure to hazardous materials or items containing these materials.

(b) "Hazardous material", as used in this clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(d) The Contractor shall comply with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(e) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (e) (1) (i) above, in precedence over any other clause of this contract providing for rights in data.

(3) That the Government is not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies: "This is furnished under United States Government Contract No. _____ and shall not be used, duplicated or disclosed for any acquisition or manufacturing purpose without the permission of _____. This legend shall be marked on any reproduction of this data." (End of Legend)

(5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Government without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data.

(f) The Contractor shall insert this clause, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

(End of clause) (FAR 52.223-3)

00800.34 **SAFETY AND HEALTH REQUIREMENTS MANUAL**

If this contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation. The latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage select Safety and Occupational Health). Contractor shall be responsible for complying with the current edition and all changes posted on the web as of effective date of this solicitation. Before commencing the work, the Contractor shall: (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

The following publications/standards are recommended for Contractor's reference files. This is not intended as an all-encompassing list:

OSHA 1926 (Construction)
OSHA 1910 (Industrial)
EM 385 -1-1 (03 September 1996, or most recent version)
ANSI Standards
National Electric Code (NEC)
National Fire Protection Association Codes (NFPA)
New York State: Vehicle and Traffic Law (most recent edition)
Building Construction Code
Industrial Code Rule 23 (Department of Labor)

The contractor shall maintain on-site communication between key personnel, subcontractors and the Government by the use of "walkie-talkie" radios. Two radios will be provided for Government use.

00800.35 **SPECIAL SCHEDULING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL SYSTEMS**

In reference to the contract clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS", see SECTION 01452 TESTING FOR MECHANICAL AND ELECTRICAL SYSTEMS for additional scheduling requirements for such systems.

00800.36 **SUBMISSION OF CLAIMS**

The following shall be submitted to the Contracting Officer at the following address; US Army Corps of Engineers, New York District, 26 Federal Plaza, NY, NY 10278-0090:

- a. Claims referencing or mentioning the Contracts Disputes Act of 1978.
- b. Request for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contracts Disputes Act of 1978.

No other Government representative is authorized to accept such request. A copy shall also be provided to the Authorized representative of the Contracting Officer. The Contractor shall also provide the Contracting Officer with a copy of requests for additional time, money or interpretation of contract requirements which were provided to the Authorized representative of the Contracting Officer and which have not been resolved after 90 days.

00800.37 **CONSTRUCTION COLOR BOARD SUBMITTALS**

The Contractor shall submit 1 set of color boards depicting the samples of all finish materials. The color board (finishes sample submittal package) shall include all visible exterior and interior materials and finishes that are part of the building (and/or structure) or built-in items provided under this contract. The color boards shall be delivered to Contracting Officer. The Contractor shall furnish his color board submittal within 160 days after receipt of the notice to proceed, but more than 30 days prior to ordering finish materials. The colors listed in the specifications or drawings are for reference only. The final selection of colors will be made after submittal of the color boards. The Contractor should obtain approval of his entire color board submission before beginning any work involving finishes. The Contractor shall use the following format when assembling the color boards.

- a. Provide the samples on 8 ½ X 11 inch board modules with a maximum spread of 25 ½ X 33 inches for foldouts. Label the modules with the project titles and design them to fit in a standard loose leaf, three-post binder. The modules should support and anchor all samples. Anchor large or heavy samples with mechanical fasteners.
- b. Organize the submittals in a logical manner to allow a fast review. Write descriptions and explanations clearly. Drawings and photographs must be clear and concise.
- c. Organize samples by scheme with a separate scheme for each room or for groups of rooms with the same scheme. Coordinate the schemes by room names and numbers shown on the architectural floor plans and room finish and color schedule. Include floor plans and schedules in modules.

d. Indicate true pattern color and texture for interior material and finish samples. Carpet samples should be large enough to indicate a complete pattern or design, but not less than 3 by 5 inches.

e. Include color/finish pattern and texture for exterior materials and finishes.

f. Provide at least a 6 X 6 inch sample where either interior or exterior special finishes, such as architectural concrete or pre-finished textured metal panels, are required.

00800.38 **ROAD CLOSURES AND UTILITY OUTAGES**

a. UTILITY OUTAGES:

1. General: The Contractor is advised that the existing utilities service other buildings or areas adjacent to the specific work sites. These buildings will be active and utilized for the entire period of this contract. The Contractor shall maintain all utilities and systems operational at all times except outages approved by the Contracting Officer.

2. Approval for outages: All utility outages shall be scheduled by the Contractor and approved by the Contracting Officer. No outage will be approved which will adversely affect the current operation or mission accomplishment. Outages shall only be approved to perform tie-ins of new or temporary utilities to existing lines. The Contractor shall request, in writing, the Contracting Officers approval, of any proposed outages at least ten (10) calendar days prior to the date of the proposed outage. The Contractor shall also be responsible for any repairs or start-up procedures in the affected facilities caused by the outages. The Contractor shall coordinate with the Contracting Officer and representatives of the Installation regarding the work that the Contractor must accomplish in various buildings to re-establish the utilities to proper working conditions. The request for the approval of a utility outage shall include, at minimum, the following: description of the utility; time and duration of the outage; areas and systems affected; proof that all preparatory work is complete; proof that all necessary materials, equipment and manpower are in place; utility lines have been verified; and a contingency plan is in place.

3. Times frames during which the Contracting Officer may approve utility outages for Arvin CPDC:

Electrical Services:

2200 to 0400 hours, Monday – Friday (daily)

Domestic Water (Hot and Cold):

2200 to 0400 hours, Monday – Friday

Fuel (Natural) Gas:

2200 to 0400 hours, Monday – Friday (daily)

Sanitary Drainage:

2200 to 0400 hours, Monday – Friday (daily)

Steam:

2200 to 0400 hours, Monday – Friday (daily) subject to heating/cooling requirements.

Steam tie-in at Tunnel – During annual shutdown in AOG

Fire Detection/Alarm:

0700 to 1400 hours, Monday – Friday. Maximum duration of two (2) hours, subject to contingency plan.

Fire Protection Systems:

0700 to 1400 hours, Monday – Friday. Maximum duration of two (2) hours, subject to contingency plan.

HVAC:

1000 to 1400 hours, Monday – Friday. Maximum duration of four (4) hours, subject to heating/cooling requirements.

Telecommunications (telephone, LAN, CATV):

2200 to 0400 hours, Monday – Friday. Maximum duration of four (4) hours.

4. Outages:

The Contractor shall have on-site all materials, equipment, manpower, etc. to complete all work during the approved duration of the outage. All utilities and systems shall be fully tested and operational prior to the end of the approved outage. Unscheduled outages shall be repaired immediately. Repairs and corrective actions shall proceed continuously in a diligent manner until all services and utilities are restored to their original condition.

b. ROAD CLOSURES:

Road closures shall not be allowed except for a maximum period of seven days for re-grading, and re-paving of new utility connections. During this period, however, provisions shall be made to provide emergency access through the work area. Utility installations that affect the roads shall be accomplished in manner to provide through-traffic at all times. In this regard, the Contractor shall provide plates, install utilities in one half of the road at one time; provide temporary access, etc. The Contractor shall submit to the Contracting Officer, a proposed plan indicating how the work is to be performed in road areas and how through-traffic will be maintained. The Contractor shall provide temporary protection, signage, flagmen and traffic

controls to maintain free vehicular movement as shown on the plans. Temporary protection, signage and traffic controls shall comply with New York State Department of transportation requirements. The plan shall be submitted thirty (30) calendar days prior to initiating any work in the affected road access. No work shall take place until the Contracting Officer approves the plan. The Contractor shall notify the Contracting Officer, at a minimum of the one-week in advance, prior to any disruption in parking or traffic flow.

Closure of Brewerton Road from Scott Barracks to Quarters 101 will not be permitted.

00800.39 ACCESS ROUTES, CONTRACTOR AREAS, DELIVERY AND VISITOR CONTROL

a. The Contractor will utilize only entry points as shown on the Phasing and Site Use Diagram. Contractor's personnel and construction equipment will not be permitted in any place other than what is designated on the Phasing and Site Use Diagram, unless specifically authorized by the Contracting Officer. A request for authorization to use alternate limited access shall be made by the Contractor to the Contracting Officer at least seven (7) calendar days in advance.

b. The Contractor will utilize the areas within his construction limits for his daily staging. The Contractors' area is currently surrounded by a 6 ft. high construction fence. The contractor shall maintain the construction fence. The contractor will remove the construction fence at completion of the job and restore area disturbed by the fence. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials or equipment are assigned a separate and distant storage area by the Contracting Officer away from the vicinity of the staging area but within military boundaries. Trailer, equipment, or materials shall not be open to public view with the exception of those items, which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each work day mobile equipment, such as tractors, wheeled lifting equipment, cranes, backhoes and like equipment, shall be parked within the fenced area. The following shall remain fully accessible: sally ports, hydrants, standpipes and access ways. The Contractor shall be responsible for all temporary connections (power, water telephone, etc.) to the staging area. The Contractor shall maintain the area in a clean and neat condition. Parking for Contractor's employees within the staging area is subject to Contracting Officer approval. Contractor's employees parking will be limited to a remote site. The Contractor shall be responsible for transporting employees to the project site. The Contractor will return all such area to their original condition unless specifically authorized by the Contracting Officer.

c. Additional off-site storage areas, if available, may be provided by the Government upon request from the Contractor at no additional cost. The Contractor must maintain all necessary security of his materials and supplies at this off-site location.

d. The Contractor will be responsible for the control of material deliveries, vendors, suppliers, prospective employees and other authorized personnel entering the project area as relates to this contract. The Contractor will install signs at entrances to the project directing deliveries and visitors to the proper entry points.

e. The Contractor will be permitted to utilize the area for material storage and unloading, material hoists, rubbish containers, rubbish chutes (if any), temporary office and personnel dressing facilities, and all other items required for staging. Contractor shall maintain the grounds within his area. Grass and weeds shall be cut at least four times per year.

f. The Contractor shall provide chemical toilets for his personnel in the staging areas, and shall be responsible for cleaning and servicing these toilets in accordance with pertinent health regulations and will assure a frequency of service as required to prevent odors or other nuisance. Use of toilet facilities by Contractor's employees within Arvin CPDC will not be permitted.

g. The Contractor shall provide weather tight and waterproof storage facilities for all materials stored at the site and required to be incorporated into the work.

h. The Contractor shall remove rubbish containers when full or every two weeks which ever comes first.

i. The color of dumpsters, trailers, and storage sheds and portable latrines shall be approved by the Contracting Officer.

j. All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object. Trailers shall have doors on both ends.

k. Contractor shall limit employees to his work site.

00800.40 **EXISTING PARKING**

The existing parking for visitors and Government employees shall not be used by the Contractor. No contractor or subcontractor employee parking is available near the immediate facility (building 727).

00800.41 **MAINTENANCE OF ACCESS ROADS**

a. The Contractor will be responsible for the maintenance of access roads between the site staging areas and the construction site. Maintenance of access roads will include snow removal. The Contractor will remove snow piles and rows when they affect safety, hamper emergency and fire vehicles, or block proper drainage.

b. The Contractor will provide and allow full access to the project site to all traffic, except as noted, to other contractors and authorized personnel as designated by the Contracting Officer. The Contractor shall submit for approval by the Contracting Officer within 14 calendar days prior to any road work, a road closure plan indicating the extent of road closure and the duration. The Contractor shall maintain such access routes including snow removal.

c. The Contractor shall not inflict damage upon land properties, roads outside the authorized construction areas by unwarranted entry upon, driving over curbs, passage through, damage to or disposal of, material on such land or property, or overloading of roads. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the contract area. If such an agreement is made, it shall be in writing and a copy shall be furnished to the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations.

00800.42 **FIRE PROTECTION**

The Contractor will provide fire protection in accordance with Section 9 of EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual. The Contractor's means of providing such protection will be included in his safety plan as required by the contract. The plan shall include fire exits and access routes during construction and during partial acceptance of the facilities, if any. Although the US Military Academy, West Point Fire department and local departments with whom the US Military Academy has mutual aid agreements will respond to emergencies, the capabilities of these departments will be limited by their available equipment and access to the construction sites. The West Point Fire Department does not permit open flame heating devices or tar kettles on roofs.

00800.43 **SITE AND BUILDING SECURITY**

(a) The Contractor will be responsible for the security of the areas within the contract limits. This includes the Arvin CPDC site. When the Government takes possession of certain areas, the Contractor will be responsible for the areas remaining under his control.

(b) The Contractor will be responsible for furnishing an identification badge to each employee in accordance with the contract clause 00800.24 "IDENTIFICATION OF EMPLOYEES". The Contractor shall provide an updated list of all employees working on the site. This list shall be provided on a monthly basis or when requested by the Contracting Office throughout the duration of this contract.

(c) The Contractor shall submit a written Security Plan for the approval of the Contracting Officer no later than thirty (30) calendar days after receipt of the NTP. The plan will address the requirements stated above, the various contract technical and special requirements and the Installation Security regulations. The Security Plan will set operating procedures and organizational structure including designation of responsible individuals.

00800.44 **UTILITY VERIFICATION**

The contract drawings depict the general layout and elevations of all known utilities. The utility lines are presented for informational purposes only and must be field verified by the Contractor prior to the start of any utility excavation work. The Contractor shall locate and

determine elevations of all existing utilities which he will encounter during his work and shall protect all such utilities from any possible damage during the progress of his work. The Contractor shall excavate by hand, in the vicinity of existing lines and operations. If damage should occur due to the Contractor's operations, repairs shall be made by qualified personnel at the Contractor's expense.

00800.45 ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

Any and all items of prehistoric, historic and military relics or memorabilia, which may be discovered in the course of the construction activities, shall remain the property of the Government. Examples of such items include but are not limited to: printed matter or other papers, buttons, buckles, or fragments of uniforms, buried weapons, bayonets, sabers, cannon balls, ammunition, fragments of structures or foundations, in short any item of historical or archaeological value. Federal legislation provides for the protection, preservation and collection of scientific, prehistorical, historical and archaeological data, including relics and specimens, which might otherwise be lost due to alteration of terrain or building features as a result of any federal construction project. Any person who, without permission, injures, destroys, excavates, appropriates or removes any historical or prehistorical artifact, object of antiquity or archaeological resource from public lands of the United States is subject to arrest and penalty of law.

Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to work area shall immediately cease work at that location and notify the Contracting Officer, in accordance with USMA SOP 16-1. The Contractor shall provide the Contracting Officer with all information as to the specific location and nature of the findings. USMA SOP 16.1 will be furnished to the Contractor at the pre-construction meeting. The Contractor shall cooperate fully with the Contracting Officer in implementing the procedures of USMA SOP 16.1, except that all notifications by the Contractor shall be to the Contracting Officer and that all directions to the Contractor will be from the Contracting Officer. Where appropriate by reason of discovery, the contracting officer may order delays in time of performance or changes in the work or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

00800.46 CONNECTION WITH WORK OF OTHER CONTRACTS

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant and shall schedule and perform the work as to effectively cooperate with all other contractors and Government agencies. It is the Contractor's responsibility to know the extent of the limits of his contract. No direct or extra compensation will be allowed on account the cooperation required.

(a) At all points of connection with work of other contracts, the Contract shall coordinate, as required, with the adjoining contracting to insure proper and timely connections.

(b) Where the work under this contract is completed before that of the adjoining contractor, the Contractor shall terminate his work in an approved manner ready for future connection by the adjoining contractor. Pipes and conduits shall be closed with suitable caps or plugs that will prevent entry of dirt or debris, but that are readily removable when final connections are made. For underground lines that are back-filled, approved type markers that extend above the ground surface shall be provided to facilitate future location of the lines by the adjoining contract.

(c) Where the work of the adjoining contractor is already in place, the Contractor shall perform all work required to effect the necessary connection, including locations of underground lines, removing of caps, providing necessary adapters or joining pieces, and all related incidental work for necessary for a proper, secure connection.

00800.47 **WORKING CONDITIONS, WORKING HOURS AND NON-WORKING DAYS**

a. Working Hours: Normal working hours shall be Monday - Friday, 0700 to 1730 hours. Differences to these working hours must be approved by the Contracting Officer.

b. Non-Working Days: During the course of this contract the Contractor shall not perform any physical work during the activities listed below. The dates provided are the "on or about" dates of the activities.

(1) Graduation Week

27 May 2002-01 Jun 2002
26 May 2003-31 May 2003
24 May 2004-29 May 2004
23 May 2005-28 May 2005

(2) Reception Day

01 July 2002
30 Jun 2003
28 Jun 2004
27 Jun 2005

(3) Football Home Games: Seven home football games per year in 2001, 2002, 2003 and 2004. Exact dates may be furnished to the Contractor on request in the year that they will occur.

(4) All Government Holidays

(5) The Contractor should anticipate four (4) additional days each calendar year on which no physical work shall be performed. These will be at the Government's discretion. The actual "No Work" days will be confirmed by the Government during the work phase in

conjunction with the construction plan approval. The Contractor's schedule must reflect the above anticipated "no work" days.

c. Working Conditions:

(1) Open trenches or road restrictions will not be permitted without the approval of the Contracting Officer.

(2) Parades, reviews or similar ceremonies are routinely conducted up to or four times a week. Hours of such ceremonies are normally 5:00pm on weekdays and 11:30 am on Saturdays, although there are exceptions to these hours. Detailed schedules of ceremonies may be obtained two (2) months in advance on request from the Contracting Officer. In addition the following requirements shall apply to all contractor's activities in connection with these ceremonies:

(a) Right of way shall be given to cadets marching in formation.

(b) During the actual ceremonies, the Contractor's activities that produce noise to an extent which would distract or interfere with the ceremony, such as the operation of extremely loud and noisy machinery, shall be suspended until the ceremony is over.

(3) Access ways shall be fully usable.

(4) All cost for conformance with the above stated requirements shall be included with the lump sum contract amount and no claim for extra cost shall be considered.

00800.48 **CONSTRUCTION DISPOSAL, HOUSEKEEPING AND CLEAN UP**

a. All construction debris or other rubbish generated as a result of construction activities shall be disposed of, **OFF** the Military Reservation **THIS INCLUDES BUT IS NOT LIMITED TO THE RANGES**, at the Contractor's expense. Scrap, debris or surplus construction materials are not to be buried or burned on the site or disposed of in the sanitary disposal containers operated by the Government. The Contractor must obtain all necessary permit/applications required for the disposal of debris for off site locations. The Contractor is responsible for obtaining all necessary permits required for the disposal of all construction debris, including proper disposal of Hazardous Materials.

b. **Spillages and Damages:** All spillage and mud from the Contractor's trucks shall be removed promptly. All damages to existing curbing, roads, walks, trees, fencing, walls, landscaping and other Government Property resulting from the Contractor's activity, shall be repaired promptly, as directed by the Contracting Officer, and at the Contractor's expense.

c. The Contractor shall take into full account the special Public, Military and Academic nature of the United States Military Academy and its prominence as a tourist attraction, all of which will be in operation during the course of this construction. Where materials or plants

cannot be kept on the designated area in neat, clean and orderly fashion, and thereby cause an unnecessary eyesore, they shall be moved to other locations, on or off Government property, as directed by the Contracting Officer. The Contractor shall, at all times, furnish from his own organization a sufficient force to carry out the housekeeping and cleanup requirements on both exterior and interior areas affected by his contract operations, on a day to day basis throughout the life of the contract.

d. Project Housekeeping shall be done on a daily basis. Areas requiring housekeeping include the Contractor's area, all staging areas provided to the Contractor and around all trailers. At the end of each day, the Contractor shall leave the housekeeping areas broom clean and free of rubbish, litter, and construction debris generated by that day's work. Any dirt or mud which is tracked onto paved or surfaced roadways, shall be cleaned away immediately and in no case shall the Contractor leave the site at the close of work without verifying that all dirt or mud has been removed from any paved surface beyond the limits of construction.

e. The Contractor shall provide and maintain a dumpster of sufficient size at each project site. The dumpster shall be replaced at regular intervals to avoid overfilling and spillage and the area around the dumpster shall be kept clean at all times.

f. If, at any time during the progress of the work, the Contracting Officer determines that the Contractor is failing to comply with the requirements of the subparagraph above, he may direct the Contractor to take such measures, as he deems necessary to constitute corrective action. Such measures may include the requirement to increase the work force assigned to the housekeeping and cleanup operations or to work during evenings or weekends until proper job conditions have been restored.

00800.49 **DISPOSAL AND BURNING**

No open burning of construction material and debris will be permitted on the construction sites during the extent of this contract. Construction debris and other rubbish shall be disposed of, off of the Military Reservation. Burning of rubbish or site removal items will not be permitted. Scrap, debris and surplus construction materials are not to be disposed of in the "Post Sanitary Disposal Containers" (Dumpsters), which are distributed throughout the area, but must be loaded in the Contractor's dumpsters for disposal at a location other than the United States Military Academy.

00800.50 **BUILDING OCCUPANCY**

Arvin CPDC, Building 727 will remain fully operational during all phases. Refer to the Phasing and Site Use Diagram for traffic flow and additional operational restrictions.

00800.51 **PROTECTION OF OCCUPANTS AND EXISTING BUILDING FACADE**

The Contractor will be required to accomplish all work with a minimum of interruptions and/or inconveniences to both the occupants and patrons. All sidewalks, paths of entry and doors

within the work area shall be well marked and adequately protected with barricades to protect the users of the facilities.

a. The Contractor shall protect the existing building facade contiguous with the hoist areas, which shall consist of wood barricades against existing windows in the area contiguous to material hoist and rubbish chutes to prevent damage to the facade. Hoists shall be located a sufficient distance, at least 3'-0", from the existing facades. The Contractor shall not be allowed to store equipment and materials within 3'-0" of the exterior walls of the existing building.

b. The Contractor shall close and secure all openings into building at the end of each workday to the satisfaction of the Contracting Officer.

c. The Contractor shall exercise great care when excavating trenches in the vicinity of trees. Where roots are 2 inches in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 2 inches in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be back filled within 24 hours unless adequately protected by moist burlap or canvas.

00800.52 **DUST AND NOISE CONTROL**

a. Dust Control: The Contractor will be required to maintain all excavation, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area damp at all times, and the Contractor must have sufficient competent equipment on the project site to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs. The Contractor shall provide barriers in interior construction areas to keep occupied areas of the building free of dust. No separate or direct payment will be made to the Contractor for dust control and the cost thereof shall be considered incidental to and included in the contract prices. The Contractor will control his operations to prevent any measurable or visible dust from migrating outside of the work area.

b. Noise Control: The Contractor shall schedule extremely noisy activities with the Contracting Officer. The activities shall be planned to minimize the impact on the existing facilities and building occupants. No activities that produce noticeable or measurable noise outside the work area will be permitted during the term end exams tentatively scheduled as follows:

15 - 21 December 2001
20 - 26 May 2002 and 14 - 20 December 2002
19 - 24 May 2003 and 13 - 19 December 2003
17 - 22 May 2004 and 11 - 17 December 2004
16 - 21 May 2005 and 10 - 16 December 2005

00800.53 **OPERATION AND MAINTENANCE MANUALS**

(a) The Contractor shall provide six (6) sets of operation and maintenance manuals to be used for training, operation and maintenance of each piece of operating equipment and material finishes. All material shall be clearly identified, including its location on the project. Sheets shall be 8 1/2" x 11", except pull out sheets which may be neatly folded to 8 1/2" x 11". Manuals shall be properly indexed, bound in plastic covered 3 ring, loose-leaf binder with the project title lettered on the front cover, and shall contain:

1. Name, address, phone number and trade of all subcontractors.
2. Complete maintenance instruction; name, address and phone number of installing contractor, manufacturer's local representative, for each piece of operating equipment.
3. Narrative consisting of instruction for equipment and systems to include:
 - a. Description of system and intent.
 - b. Start-up Procedures.
 - c. Emergency Procedures.
 - d. Shut-down Procedures.
 - e. Maintenance Instructions.
 - f. Wiring Diagrams and trouble shooting guidelines.
 - g. System Layout Diagrams
4. Catalog data on plumbing fixtures, valves, water heaters, heating and cooling equipment, temperature controls, fans, electrical panels, and service entrance equipment, elevators and light fixtures.
5. Instructions for use in training and operation and maintenance of each item of operating equipment.
6. Manufacturer's name, type, color designation for ceramic tile, resilient floors, windows, doors, brick, concrete block, paint, roofing and other materials.

(b) Submit six (6) copies of maintenance manual to the Contracting Officer for the Installation's use prior to request for substantial completion.

(c) Operation and Maintenance Instructions: The Contractor shall provide at his own expense competent manufacturer's representatives to completely check out all mechanical and electrical systems and items covered by the drawings and technical provision of this contract. This requirement shall be scheduled just prior to and during the initial start-up and before requesting the final inspection of a phase. After all systems are functioning properly, the representative shall instruct Installation maintenance personnel in the proper operation and maintenance of each item. In addition, to the instruction given at the project, Installation

personnel shall be given a one day classroom instruction course of the operation and maintenance of the systems. This training shall be video taped and provided to the Government.

(d) Posted Operating Instructions: All major items of mechanical equipment shall have posted in a convenient and appropriate location operating instruction consisting of description of system operation, including necessary diagrams keyed to valve and piping identification systems. One set of instruction shall be 36" X 24" for posting on the wall. The instructions shall be laminated on both sides with clear plastic laminate. Two sets of laminated 8 1/2" X 11" instructions shall be provided with O&M manuals.

00800.54 PREPARATION OF DD FORM 1354 "TRANSFER OF ACCEPTANCE OF MILITARY REAL PROPERTY":

At the conclusion of this contract, the Contractor will compile and furnish to the Contracting Officer all costs and quantity data of materials and systems furnished and installed. A list of items for which the costs and quantity data is required and blank DD1354's will be furnished to the Contractor by the Government. The Contractor shall return this information to the Contracting Officer within ten (10) days from receipt of the list in the form of a DD1354 form.

1. NO Asbestos Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Asbestos-Containing" material/products were used in the construction.
2. NO Polychlorinated Biphenyl (PCB) Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Polychlorinated Biphenyl (PCB)" material/products were used in the construction.
3. NO Lead Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Lead" material/products were used in the construction.
4. If there are exceptions to the above statements, the contractor shall identify every location, the material, and provide an assessment of the hazard(s) to humans.
5. The Contractor shall submit all project closeout documents not previously provided to the Contracting Officer at the time of the Beneficial Occupancy Inspection.

00800.55 SCAFFOLDING

The Contractor shall furnish and securely set and maintain scaffolding required for the work. All scaffolding shall be made of good, sound materials, of adequate strength and dimensions for its intended use and substantially braced and secured to insure safety for those required to use it. The Contractor shall submit detailed scaffolding drawings to the Contracting Officer for information only.

00800.56 COORDINATION OF TRADES

The contract drawings are in part diagrammatic and show the general arrangement of duct, piping and other mechanical and electrical trades. The Contractor must have a competent engineer on the project site to coordinate all fieldwork and shop drawings of the various trades prior to installation and/or submission of field or shop drawings for approval. The Contractor shall allot spaces to the various trades prior to installation of the work. In spaces where all the various installations cannot be accommodated, the Contractor shall notify the Contracting Officer and shall submit alternate solutions as to its solution at no cost to the Government. The decision of the Contracting Officer shall be final.

The Contractor shall be responsible for the coordinated drawings of the various trades showing locations and sizes of all sleeves, electric outlets, inserts, piping, shafts, hangers, lights, ducts, catwalks, pads, chases, sprinklers, smoke detectors, soffits, fascias, steel trusses, etc. Composite signed-off coordinated shop drawings shall be developed at 3/8" equals 1'-0 scale showing all mechanical-electrical work in hung ceilings and chases.

00800.57 **COORDINATION WITH INSTALLATION PERSONNEL:**

NOT USED

00800.58 **PROGRESS PHOTOGRAPHS**

The Contractor, as directed by the Contracting Officer's representative, shall submit monthly, a minimum of twelve (12) 8" X 10" color photographs showing construction progress. Provide disc (s) each month of the photographs. Minimum resolution of photographs and digital images shall be 128 pixels per inch. Format to be compatible with computer specified in 0800.25 for field office.

00800.59 **MATERIAL HOISTS**

The Contractor shall furnish, maintain and operate all materials hoists as required to complete this contract. Material hoists shall be operated by diesel or gasoline engines and shall be complete with all equipment necessary for operation, and shall meet any and all applicable laws and regulations. Material hoists shall be located on the existing site as directed by the Contracting Officer and shall run from grade to the uppermost floor. Hoists shall be enclosed by a temporary 8'-0" high chain link fence.

00800.60 **PARTNERSHIP IMPLEMENTATION PLAN**

To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. If mutually agreed to by both parties, a facilitator satisfactory to both parties shall be hired who would be responsible to arrange for an offsite conference location, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days of the partnering session. Conference site location will be coordinated with the Contracting Officer for approval. Contractor should plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and Sub-contractor's personnel. The cost of the facilitator and conference facility will be shared equally by the

Contractor and Government. All other costs associated with partnership implementation will be borne by the Contractor. It is anticipated that the partnership conference will be for one day each time and will be held on a as needed basis.

00800.61 **DIGGING PERMIT**

The contractor shall be responsible for obtaining a digging permit prior to commencing any excavation. The digging permit is referred to as the "Dig-Safe Permit" and the procedure for obtaining this permit is as follows:

a. The contractor shall notify the Contracting Officer in writing 20 working days prior to commencing any excavation. Notification letter and a completed Dig Safe Permit Request will be submitted to the Contracting Officer and must include areas to be excavated, reason for excavation, depth of excavation, and any supporting information such as drawings to allow the processing of permit.. A copy of the Dig Safe Permit Request is attached below. The top portion of the request must be filled out by contractor. The contractor shall not be compensated for any delay caused by failure to notify government on timely basis to obtain the digging permit.

c. Once the permit is approved and signed by the Chief of the Utilities Division a Dig-Safe Permit will be issued to the contractor. From the issuance of the Dig-Safe permit, the contractor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.

4 Apr 00 (Revised)

UNITED STATES MILITARY ACADEMY **DIG-SAFE PERMIT POLICY**

1. All penetration/excavation of the surface at USMA Installations must be approved with a Dig-Safe Permit! Dig-Safe Permits will include a map showing the "Excavation Area" and specific landmark indicators in the excavation area (building, road, sidewalk, etc). Upon submission of the dig-safe permit, it is the responsibility of the requestor to Pre-Mark the excavation area in "White". This policy is established at United States Military Academy (USMA) to comply with Occupational Safety and Health Administration (OSHA) standard 29 CFR 1926.651(b)(1-3). This policy is in compliance with the "Underground Facilities Protective Organization" (UFPO). Excavators are reminded that compliance with all sections is required during the excavation period.

2. Request for Dig-Safe permits shall be sent/delivered to Utilities and Facilities Division (U&FD) Chief's Office(by the Contracting Officer). Normal procedures require 15 workdays prior notice in order to approve a Dig-Safe permit and allow the marking of utility locations.

3. DHPW personnel will mark the APPROXIMATE location of utilities in the area of the proposed work at least 5 workdays prior to the planned excavation date. It is the responsibility of the requestor to maintain the markings after the planned excavation date. In the event these markings are damaged or washed-off and the requestor is unsure of the markings locations, the requestor must contact the U&FD Office at extension 2818. Since markings are approximate, excavation must be performed with due care. When excavating in areas adjacent to marked utilities, only hand excavation will be acceptable.

4. In the event that any utility line is damaged, all excavation will stop, and the Contracting Officer and U&FD (extension 2818) will be contacted immediately. The U&FD will take appropriate action to effect safe repair. If utility lines are uncovered which were not identified in the Dig-Safe, the U&FD will be contacted, a determination will be made as to which utility is involved and whether the lines are active or abandoned. When an unknown line is uncovered, it will be treated as "live" until determined otherwise.

DIG-SAFE PERMIT PROCEDURES

1. Request for Dig-Safe permits will be submitted on the enclosed form. These forms are available from the Utilities and Facilities Division (U&FD) Office, Building 667A, extension 2818. Normal time period for the return of Dig-Safe permit and to actual date of breaking of the ground surface will be within 15 days. The Dig-Safe form is divided into two parts. The requestor will fill in the top section (except for Dig-Safe number) and submit the form for approval. U&FD will assign a Dig-Safe permit number and complete the bottom section of the form. The permit will be signed by the Chief or Acting Chief, Utilities and Facilities Division and returned to the requestor. This is the Official Dig-Safe permit. From the issuance of the Dig-Safe permit, the requestor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.

2. The Dig-Safe permit may be received by the requestor with special instructions. These instructions must be complied with. These instructions will involve procedures that are determined safe by the Chief, Utilities and Facilities Division and will have to be followed.

3. Excavation may generate further actions depending upon each situation. Unknown utility locations must be recorded and drawings changed to show location.

4 Apr 00 (Revised)

4. Exceptions to Dig-Safe Policy:

- a. Movement of earth, which is manipulated and powered only by human power.
- b. Excavation down to 24 inches or less hand dug.
- c. Off installation, local utilities must grant approval, for example, Central Hudson Gas and Electric, Orange and Rockland Utility Company, New York Telephone.
- d. Planting of shrubs and trees
- e. Building of fence (post) and decks (end supports) human powered.

5. Area of expertise for Dig-Safe Permit is the following:

Dig Safe Requestor

Area of Excavation

White

Electric - DHPW	High Voltage Shop, U&FD	Red
Steam/Condensate - DHPW	Pipe Shop, U&FD	Yellow
Natural Gas - DHPW	Gas Shop, U&FD	Yellow
Water - DHPW	Water, UF&D	Blue
Sanitary/Storm - DHPW	Road & Grounds, U&FD	Green
Agronomist - DHPW	Environmental Division	Purple
Signal - COR	DOIM	Orange
Cable TV	Time Warner	Orange

THIS REQUEST/PERMIT IS TO BE RETURNED TO DHPW, CHIEF OF UTILITIES AND FACILITIES DIVISION UPON COMPLETION WITH THE SHOP FOREMEN SIGNATURES AND DATES.

DIG-SAFE REQUEST _____

(REQUEST
NUMBER)

REQUESTOR POC: _____ PHONE: _____

CONTRACT/JOB ORDER NUMBER: _____

LOCATION: _____

REASON: _____

MAP/SKETCH ATTACHED: YES: _____

PROPOSED EXCAVATION MARKING DATE: _____

ANTICIPATED DIGGING DEPTH: _____

ANTICIPATED DIGGING DATE: _____

=====

DIG-SAFE PERMIT

(REQUEST
NUMBER)

DIG-SAFE CLEARED THROUGH: (SHOP FOREMAN INITIAL AND DATE WHEN FINISHED)

ELECT (RED): _____ GAS (YELLOW):

MAIN SEWERS (GREEN): _____ SIGNAL

(ORANGE) _____

STEAM (YELLOW): _____ WATER (BLUE):

AGRONOMIST (PURPLE): _____ CABLE TV (ORANGE):

CATHODIC PROTECTION (ORANGE) _____

REQUESTOR OF DIG-SAFE PERMIT IS REMINDED THAT WHILE ALL KNOWN UTILITIES ARE MARKED, THESE MARKINGS ARE ONLY AS CLOSE AS REASONABLE. EXTREME CARE MUST BE EXERCISED WHEN EXCAVATING CLOSE TO EXISTING UTILITIES. REQUESTOR SHALL COMPLY WITH THE PROVISIONS OF 29 CFR 1926, SUBPART P- EXCAVATIONS, THE OSHA EXCAVATION STANDARDS.

CLEARED BY: _____ DATE: _____

CHIEF, UTILITIES AND FACILITIES DIVISION

NOTIFY C, U&FD X 2818 WHEN DIGGING COMPLETE
SPECIAL INSTRUCTIONS:

00800.62 **PEST CONTROL**

(a) The Contractor shall deposit all food refuge in sealed trash containers to restrict food source for rodents.

(b) The Contractor shall replace construction dumpsters at least every two weeks to prevent rodent harborage.

(c) All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object.

(d) The Contractor shall provide access to the construction area to the West Point pest control personnel and contractor. The West Point pest control contractor will conduct two site visits daily, one at the end of the construction day to set traps for rodents and one at the start of the construction day to remove traps.

(e) The Contractor shall cap all pipes at the end of each day to prevent pest infiltration.

00800.63 **COORDINATION MEETINGS**

Weekly coordination meetings shall be conducted by the Contracting Officer representative with the Contractor and West Point personnel to review and coordinate the construction schedule. The Contractor shall provide typed minutes of each meeting within three (3) days of meeting.

The Contractor shall submit at each meeting, for approval by the Contracting Officer a “two (2) week construction look ahead” construction plan indicating the type and extent of

construction to be performed. The plan shall be submitted 14 calendar days prior to actual construction.

00800.64 **VIDEO TAPING**

The Contractor shall videotape all existing conditions within and adjacent to the area of work. The videotape shall be of a professional quality with narration by the videographer. The tape shall be VHS format, a minimum duration of 4 hours, and recorded at standard speed. The Contractor shall notify the Contracting Officer 48 hours prior to the videotaping. No physical work will be permitted until the original videotape plus one copy has been submitted and approved by the Contracting Officer.

See additional video documentation requirements in Specification Section 01010.

00800.65 **CONTRACTOR'S KEY MANAGEMENT PERSONNEL**

The following are the minimum requirements for the contractor's key management personnel. In case of differences between the requirements of this section and any other part of the contract the most stringent will apply.

00800.65 (A) **CONTRACTOR'S PROJECT MANAGER (Overall Manager of the Project)**

- a. The Contractor's Project Manager shall have the following minimum qualifications:
 1. Five (5) years experience as a Project Manager with a minimum of three years in the "field", on projects of comparable complexity, scope of work and cost.
- b. Position Requirements Shall Include:
 1. Perform all Project Management duties required of the Contractor.
 2. Demonstrate knowledge of proper construction practices, procedures and management.
 3. Demonstrate proficiency in reading and interpreting contract documents.
 4. Demonstrate that he is capable, efficient, and knowledgeable of contract requirements, cooperative, fair, reasonable, negotiated fairly in good faith, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.
 5. Serve as the Governments' sole point of contact in all matters relating to the work including, but not limited to, contract compliance; progress of work; scheduling; financial matters and "change orders".

- 6 Attend all job meetings.
 - 7 Be on site a minimum of 80% of the time.
- c. The Contractor shall submit qualifications of proposed Project Manager for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.
 - d. If the Contracting Officer determines that the Project Manager is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Project Manager.

00800.65 (B) CONTRACTOR'S SUPERINTENDENT (Overall Field Manager Responsible for Construction)

- a. The Contractor's Superintendent shall have the following minimum qualifications:
 1. Five (5) years experience as a superintendent, in the "field", on projects of comparable complexity, scope of work and cost.
- b. Position Requirements Shall Include:
 1. Perform all superintendent duties required of the Contractor, except any duties required under "Superintendence of Subcontractors" contract clause.
 2. Demonstrate knowledge of proper construction practices.
 3. Demonstrate proficiency in reading and interpreting construction plans and specifications.
 4. Demonstrate that he is capable, efficient, and knowledgeable of contract requirements, cooperative, fair, reasonable, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.
 5. Serve as the Governments' sole "Field" point of contact in all matters relating to the work including, but not limited to, scheduling of work, utility interruptions and testing.
 - 6 Attend all job meetings.

- 7 Be on site at all times during construction.
 - 8 Serves under and reports directly to the Contractor's Project Manager.
- c. The Contractor shall submit qualifications of proposed superintendent for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.
 - d. If the Contracting Officer determines that the Superintendent is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Superintendent.

00800.65 (C) CONTRACTOR QUALITY CONTROL MANAGER (Manager & Field Quality Control Personnel)

- a. The Contractor's Quality Control Manager shall have the following minimum qualifications:
 1. Five years of construction quality control related experience of which two (2) years experience as a Quality Control Manager in the "field", on projects of comparable complexity, scope of work and cost. He shall be a graduate of a recognized construction management course or have a state Professional Engineers license.
- b. Position Requirements Shall Include:
 1. Perform all Quality Control Management duties required of the Contractor.
 2. Demonstrate knowledge of proper Quality Control practices, procedures and management.
 3. Demonstrate proficiency in reading and interpreting contract plans and specs.
 4. Demonstrate that he is capable, efficient, and knowledgeable of contract requirements, cooperative, fair, reasonable, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.
 5. Serve as the Governments' sole point of contact in all matters relating to the quality of the work including, but not limited to, contract compliance & testing procedures.

- 6 Have no other duties except Quality Control.
- 7 Attend all job meetings.
- 8 Be on-site at all times during construction.
- 9 Reports all deficiencies to the Government and the Contractor's Project Manager for correction.
- 10 Works directly under and is responsible to an officer of the contractor, at least one level higher than the contractor's project manager.

c. The Contractor shall submit qualifications of proposed Quality Control manager for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.

d. If the Contracting Officer determines that the Quality Control Manager is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Quality Control Manager &/or the Project Manager.

00800.65 (D) SAFETY MANAGER (Principal in Charge of Enforcing Safety Codes)

a. The Contractor's Safety Manager shall have the following minimum qualifications:

1. Five years experience as Safety Manager, with a minimum of three of those years in the "field", on projects of comparable scope, hazardous materials/wastes and construction hazards and proximity of general public.
3. Have current certification in First Aid and CPR from a recognized approved organization such as the American Red Cross.
4. Have specialized training in personal and respiratory protective equipment and proper use of air monitoring instruments and air sampling methods and procedures. Have completed a 40-hour OSHA compliance based construction safety training course.

b. Position requirements shall include:

1. Perform all Safety Management duties required of the Contractor including duties of Site Safety Officer. Refer to specification section 01420.
2. Serve as the Government's sole point of contact, for all matters relating to the safety of the work.

3. Demonstrate a sound working knowledge of Federal and State occupational and construction health and safety regulations.
 4. Demonstrate that he is capable, efficient, cooperative, reasonable, knowledgeable of Safety requirements and committed to customer satisfaction and producing a safe project in conformance with the terms of the contract.
 5. Continually enforce and implement the Safety requirements of the Contract, including the Accident Prevention Plan.
 6. Have the responsibility and authority to stop work at any time unsafe work practices, conditions or hazards to building occupants or other persons are present.
 7. Be on site at all times during building demolition activities, foundations work, structural steel erection, exterior wall construction and shall have no other duties but safety. During all other activities, the Site Safety Officer, as required by the Safety and Health requirements manual EM385-1-1, may fulfill the position requirements of the Safety Manager.
 8. Have no other duties other than safety.
 9. Works under and reports to the Contractor's Project Manager.
- c. The Contractor shall submit qualifications of proposed Safety Manager for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.
- e. If the Contracting Officer determines that the Safety Manager is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Safety Manager.

00800.65 (E) CONTRACTOR'S SUBCONTRACT MANAGER/SUPERINTENDENT

- a. The Contractor's Subcontract Manager/ Superintendent shall have the following minimum qualifications:
1. Five (5) years experience as a superintendent, in the "field", on projects of comparable complexity, scope of work and cost. Three of the five years managing projects, which were primarily, subcontracted work.
- .
- b. Position Requirements shall include:

1. Perform all subcontract management/ superintendent duties required of the Contractor, and any duties required under “Superintendence of Subcontractors” contract clause.
 2. Serve as the Governments’ sole “Field” point of contact in all matters relating to the subcontracted work including, but not limited to, scheduling of work, utility interruptions and testing.
 3. Demonstrate knowledge of proper construction practices.
 5. Demonstrate proficiency in reading and interpreting construction plans and specifications.
 6. Demonstrate that he is capable, efficient, cooperative, fair, reasonable, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.
 7. Demonstrate proficiency in coordinating and scheduling of various subcontractors and subcontracted work.
 8. Attend all job meetings.
 9. Serves as the alternate in the event that the Superintendent is absent.
 10. Be on site at all times during construction of subcontracted work.
 11. Works under and reports directly to the Contractor’s Project Manager.
- c. The Contractor shall submit qualifications of proposed Subcontract manager/Superintendent for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individual’s performance.
- d. If the Contracting Officer determines that the Subcontract Manager/ Superintendent is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Subcontract Manager/ Superintendent.
- e. Note that the “Superintendence of Subcontractors “ clause requires an additional superintendent (Subcontract Manager) if the subcontracted work exceeds 70% of the value of the work. This additional superintendent will have all of the above qualifications and position requirements.

00800.66 **CONTINUITY OF QUALITY PERFORMANCE**

The contractor agrees that, in the event of any staffing or corporate changes, or substitution of subcontractors and/or consultants, during the performance of this contract, including its option periods, the employees, subcontractors, or consultants engaged in the performance of the contract will continue to have the qualifications, professional background, education, and experience equal to that proposed by the contractor and accepted by the Government for contract award.

00800.67 GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL MODULE

The Government will utilize an in-house Contract Administration program entitled “Resident Management System” (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. See Section 01312 “Resident Management System” for requirements

00800.68 YEAR 2000 COMPLIANCE

a. Commercial Computer Systems and Programming

The Contractor shall warrant fault free performance in the processing of date and date related data (including but not limited to calculating, comparing and sequencing) by all hardware and software products, individually and in combination from date of contract award. Fault free performance shall include the manipulation of this data when dates are in the 20th and 21st centuries and shall be transparent to the user.

b. Microprocessors as Part of Systems

All microprocessor-based equipment, software, or firmware, which will be, required to process date/time calculations, installed in any system in this contract shall be year 2000 compliant. Typical systems include, but are not limited to, Fire Alarm Systems, Intrusion Detection Systems, HVAC Control Systems, Utility or Energy Monitoring and Control Systems, traffic control systems, Elevator Controls, telephone systems, electrical substation controls, utility monitoring and controls at energy plants or fuel storage facilities, local area networks, communications systems, public address systems, and specialty systems such as for research laboratories, etc. These systems shall be year 2000 compliant and shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. In addition, these systems when used in combination with other information technology (either installed as part of this contract or by others) shall accurately process date/time data, provided the other information technology properly exchanges date/time data with it.

00800.69 DISPENSARY AND HOSPITAL FACILITIES

The facilities of the United States Military Academy Post Hospital are available to use by the Contractor only for the emergency treatment of his personnel injured at the job site. Charges to the Contractor for the use of said facilities will be at prevailing rates for the services provided and billing and payment will be made by separate transaction between the USMA Hospital and the Contractor.

00800.70 **CONTRACTOR WARRANTY MANAGEMENT**

1. References:

- a. Clause “Warranty of Construction”, (FAR 52.246-0021)
- b. Clause “Inspection of Construction” (FAR 52.246-12)
- c. Special Requirement paragraph entitled ”Record Drawings”
- d. Specification Section entitled “Contractor Quality Control”

2. General: In order to insure that the Government systematically receives all warranties of construction, equipment and systems to which it is entitled, the contractor shall execute all actions as required by above references and as contained herein.

3. Post-Completion Inspections: For purposes of management of construction warranties, the Government conducts four and nine month warranty inspections with using agencies. The Contractor is encouraged to attend these inspections in order to better manage any warranty items for which it may be responsible.

4. Tagging of Extended Warranty Items: The Contractor shall install tags to identify items protected by extended warranty, i.e. longer than the one-year general warranty of construction. The tags shall be minimum 3 inches by 5 inches in size, machine-printed in minimum 14-point type, and shall be weatherproof. Tags shall be attached to equipment if accessible or to accessible control panel, etc. As a minimum, tags shall indicate the following information:

“Extended Warranty Item:”

Name of Item

Name of System with which associated, number designation within system, or other identifier

Model Number

Serial Number

Start and end Dates of Warranty

Contract number

Contract Name

Contractor Name

Point of Contact name, organization and telephone number.

5. Posting of Instructions: In addition to any posting of operating procedures as may be required elsewhere in this contract, any equipment or system for which proper operation or maintenance is critical in order to preserve warranties, prevent damage, or for reasons of safety shall have proper operating procedures posted near the equipment or near the operating point. Instructions shall be protected by 1/16-inch thick plastic sheet. As a minimum such equipment or system shall include:

Electrical Substations

Transformers

Electrical Generators

Major HVAC System components including chillers, air-handlers, fans, etc.

HVAC Control Panel

Boilers
Air Compressors

6. Warranty Meeting. At least 14 days prior to the 80% completion point of this contract (or deliverable phase thereof), the contractor will notify the Government representative for the purpose of scheduling a meeting to clarify understandings of responsibilities with respect to warranties to which the Government is entitled. The Government and contractor shall attend the warranty meeting, as well as any subcontractors, or suppliers involved in the warranty process. The Warranty Plan (below) shall have already been submitted and approved by the Government before the warranty meeting can take place, and shall be the basis of the meeting's agenda.

7. Warranty Plan. At least 30 days before the planned warranty meeting, the contractor shall submit a warranty plan for Government approval per section "Submittals". The Warranty Plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. As a minimum the plan shall indicate:

- a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the contractor's, subcontractors or suppliers involved.
- b. Listing and status of O&M manuals and As-built drawings, and expected delivery dates.
- c. Listing and status of all training to be provided to Government personnel, whether specified by contract or required by manufacturers.
- d. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.
- e. A list for each warranted equipment, item, feature of construction or system indicating:

Name of item

Model and serial numbers.

Location where installed

Names of manufacturers or, suppliers and phone numbers.

Names addresses and telephone numbers of sources of spare parts

Warranties and terms of warranty. This shall include one-year overall warranty of construction as required by ref. 1.a. Clearly indicate which items have extended warranties.

- Cross-reference to warranty certificates as applicable
- Starting point and duration of warranty period.
- Summary of maintenance procedures required to continue the warranty in force.
- Cross-reference to specific pertinent Operation and Maintenance manuals
- Organization, names and phone numbers of persons to call for warranty service
- Typical response time and repair time expected for various warranted equipment

f. The contractor's plans for attendance at the Four and Nine month post-construction warranty inspections conducted by the Government.

g. Procedure and status of tagging of all equipment covered by extended warranties.

h. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons

00800.71 **ENVIRONMENTAL RESPONSIBILITY**

West Point is committed to a safe environment and take seriously our steward role as defenders of the National treasure and Hudson Watershed (Constitution Area). Contractors are expected to comply with all environmental requirements. Immediate actions shall be taken by the Contractor to minimize the effect of any environmental associated incidents (e.g. oil spillage, hazardous waste handling, lead abatement removal, and chemical spillage). Clean up shall be performed by the contractor in accordance with all applicable Federal, State, and local laws and regulations.

CONTRACTOR REPORTING REQUIREMENTS

1. If an incident occurs on the installation pursuant to Contractor performance, whether or not caused by the Contractor, the Contractor shall immediately notify (no later than 15 minutes) USMA Environmental Management Office at 938-3224/5263, 4129, or 5175, and the Contracting Officer. If a project related incident occurs off the installation, the Contractor shall report to the National Response Center (NRC), the Installation Coordinator, and the Contracting Officer immediately following discovery and shall also comply with applicable State requirements including reporting to the New York State DEC Spill Hotline at 800-457-7362, and UST NRC at 800-424-8802. When an incident is reported by phone to any of the above agencies, the Contractor shall provide the following Information:

- a. Description of Incident
- b. Time and Location of incident
- c. Any injuries incurred
- d. Estimated quantity of materials (tons, gallons, drums, etc.) involved in incident.

e. Whether the incident has reached any storm drains, sanitary sewers, ponds, or waterways.

f. Containment procedures already initiated (brief description of containment, i.e. booms, pads, embankments, sandbags.)

g. The Contractor's point of contact.

2. A written follow-up report shall be submitted to the Contracting Officer no later than five (5) calendar days after the initial incident. The written report shall be in narrative form and as a minimum include the following:

a. Description of the material involved (including identify, quantity, and manifest number).

b. What time the incident was reported, and to whom it was reported.

c. Exact Location of the incident, including description of the area involved.

d. Cause of incident and equipment and personnel involved.

e. Injuries or property damage of incident.

f. Containment procedures initiated.

g. Summary of any communications Contractor has with press, agencies, or Government officials other than the COR,

h. Description of cleanup procedures employed or to be employed at the site, including disposal location of incident materials.

3. A follow-up meeting will be held within 5 calendar days after receipt of the written report to discuss after action procedures to eliminate or prevent this type of incident in the future. The Contractor will be required to attend the follow-up meeting.
4. This reporting requirement is in addition to any other environmental related actions, notices, reports, certifications or compliance's required by other contract clauses or provisions or by federal, state or local law.

PROJECT IDENTIFICATION SIGN MILITARY PROJECT

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.

Legend Group 1: One- to two-line description of Corps relationship to project
Color: White
Typeface: 1.25" Helvetica Regular
Maximum line length: 19"

Legend Group 2: Division or District Name (optional). Place below 10.5" Reverse Signature (6" Castle)
Color: White
Typeface: 1.25" Helvetica Regular

Legend Group 3: One- to three-line project title legend describes the work being done under this contract.
Color: Black
Typeface: 3" Helvetica Bold
Maximum line length: 42"

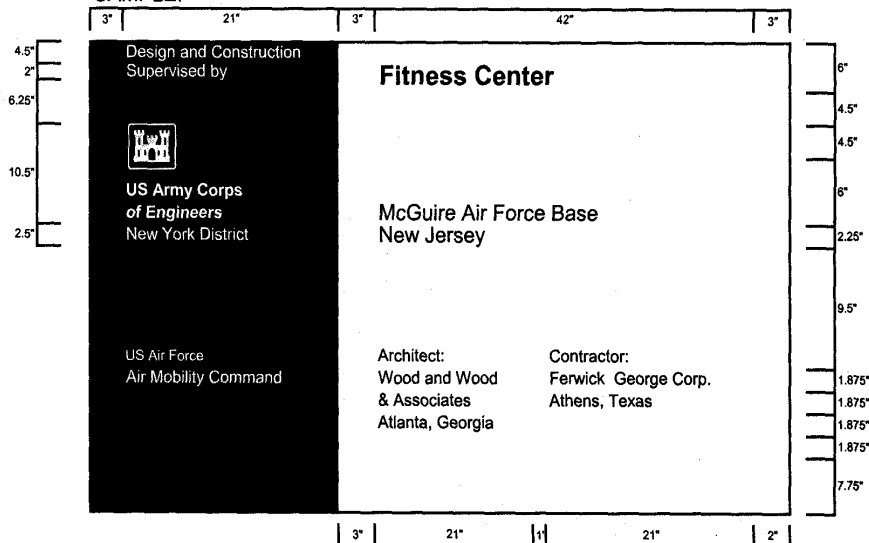
Legend Group 4: One- to two-line identification of project or facility (civil works) or name of sponsoring department (military).
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 22"

Cross-align the first of Legend Group 4 with the first line of the Corps Signature (US Army Corps) as shown.

Legend Group 5a-b: One-to-five line identification of prime contractors including: type (architect, general contractor, etc.), corporate or firm name, city, state. Use of Legend Group 5 is optional.
Color: Black
Typeface: 1.25" Helvetica Regular
Maximum line length: 21"

All typography is flush left and rag right upper and lower case with initial capitals only as shown. Letter and word spacing to follow Corps standards as specified in * Appendix D

SAMPLE:



(Dimensions are in inches)

Sign Type	Legend	Panel Size	Post Size	Specification Code	Mounting Height	Color Bkg/Lgd
CID-01	various	4' x 6'	4' x 4'	HDO-3	48"	WH-RD/BK

* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

Arvin CPDC
USMA, West Point

SAFETY PERFORMANCE SIGN

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Group 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347
Typeface: 3" Helvetica Bold
Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

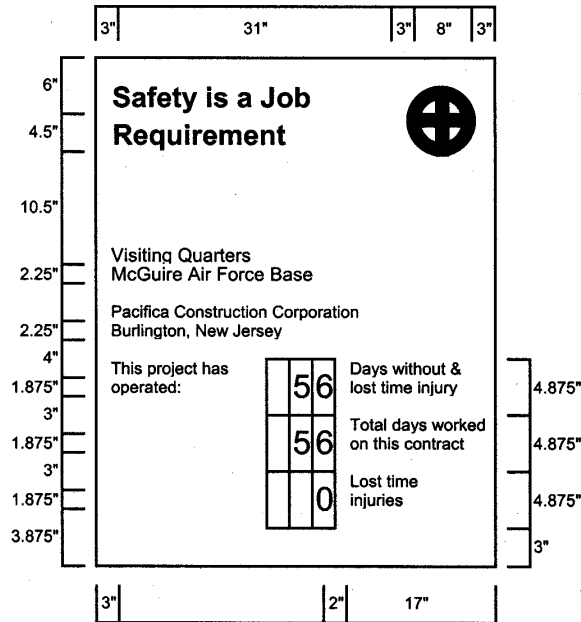
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address.
Color: Black
Typeface: 1.5" Helvetica Regular
Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown.
Color: Black

Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060: aluminum plates and screw-mounted to background.
Color: Black
Typeface: 3" Helvetica Regular
Plate size: 2.5"x.5"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown.
Letter- and word-spacing to follow Corps standards as specified in Appendix D. *

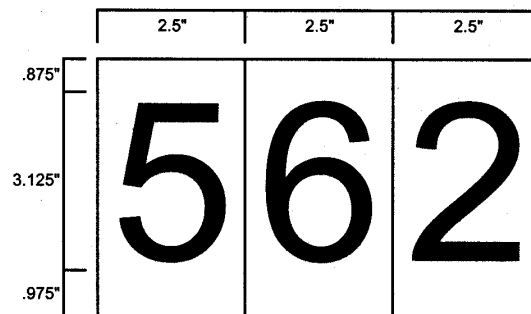


Dimensions inches.

See attached sheet for fabrication and mounting guidelines.

* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

Sign Type	Legend Size	Panel Size	Post Size	Specifications Code	Mounting Height	Color Bkg/Lgd
CID-02	various	4"x4"	4"x4"	HDO-3	48"	WH/BK-GR



Fabrication and Mounting Guidelines

As Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on the attached sheets.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDD specifications provided in Appendix B. **

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

The 2'x4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5"). **

Drill and insert six (6) .375" T-nuts from the front face of the HDD sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

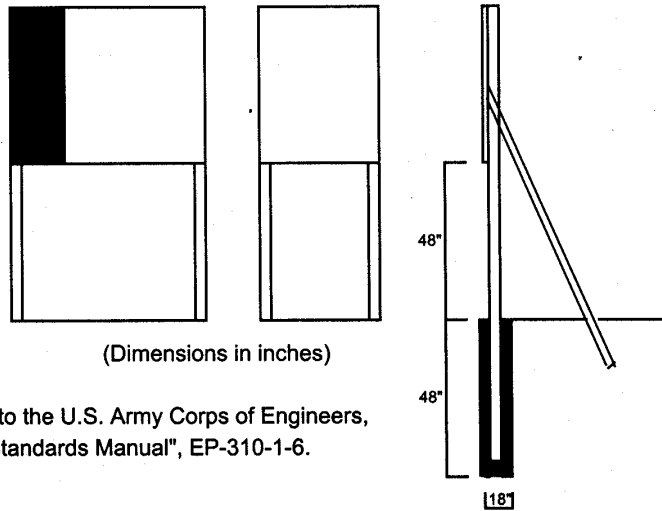
Apply graphic panel to prepared HDD plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine. No. 1 or better. Post to be 12" long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4"x.375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require bolting additional 2"x4" struts on inside face of uprights to reinforce installation as shown.

Detailed specifications for HDD plywood panel preparation are provided in Appendix B. **

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.



** Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

Construction Project Sign Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor /A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

.....End of Section.....

SECTION 01451
CONTRACTOR QUALITY CONTROL
(NYD EDITION 12/99)

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (1996) Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and off site, and shall be keyed to the proposed construction sequence. For purposes of this section the term "construction" shall include all items of work, activities, materials and equipment as indicated in the contract documents. Other sections of the contract documents may also require separate, specially qualified individuals in such areas as chemical data acquisition, sampling and analysis, medical monitoring, industrial hygiene, safety officer, etc. The CQC organization will coordinate the activities of these individuals. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the on-site individual with the responsibility for the overall management of the project including logistics and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than 90 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan

for the first 90 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and off site, including work by subcontractors, fabricator, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to an officer in the Contractor's organization above the Project Superintendent, who is responsible for both quality and production.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function. Clear indication that CQC System Manager will have no duties other than Quality Control.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.) The Contractor shall incorporate all tests required by the contract (including systems commissioning and operating tests) to derive the above list of testing information which shall be presented in matrix form as part of the CQC Plan. This matrix shall be suitable for use by the Contractor and the Government as a checklist to control testing to be done on the contract. Coordinate any additional test submission or plan requirements for Mechanical and Electrical Systems with appropriate specialized specification section if applicable.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation. Provide matrix of Preparatory and Initial Inspections including specification reference paragraph, the name of the Definable Feature of Work, and spaces for date performed, results, and names of attendees.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there is frequently more than one definable feature under a particular section. This list will cover all features of work on the project, and will be agreed upon during the coordination meeting.

j. A brief explanation of the duties of the CQC organization with respect

to safety. Note that separate Accident Prevention Plan and Hazards Analysis is required for submission and acceptance.

k. Contractor's plan for training all CQC personnel in the CQC System.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.4 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Pre-construction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 14 calendar days prior to the Coordination Meeting. The initial plan submitted must be found acceptable by the Government before the Coordination Meeting can be held. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and off site work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The number of CQC personnel shall be increased as required during times of high construction workload. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within his organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, or shall hold a state Professional Engineer's license, with a minimum of 2 years construction experience on construction similar to this contract, one year of which as a Quality Control Representative. The CQC Manager may also be a construction person with a minimum of 4 years in related work, one year of which as a QC Representative. This CQC System Manager shall be on the site at all times during construction and will be employed by the prime Contractor. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC System Manager. The CQC System Manager shall be assigned no duties other than Quality Control.

3.4.3 Organizational Expertise

The CQC organization, which includes the CQC System Manager and additional qualified personnel, must as a minimum possess general corporate technical knowledge of all aspects of the project, and must successfully execute the CQC System on all aspects of the project. Individuals possessing experience in specialized areas shall be added to the organization as required during periods when such specialty areas are being executed. Examples of such specialized areas would include HVAC, electrical distribution and substations, roofing, tele-communication systems, fire protection and alarm systems, computer installations, specialized welding, specialized finishes, precast concrete installation, modular housing, specialized geotech work, dredging, sand placement and surveying, chemical data acquisition, hazardous material removal and disposal, medical monitoring, etc., depending on the nature of the particular project. The Contractor must demonstrate that such additional qualified personnel have received sufficient training and indoctrination into the CQC system, and that these personnel properly execute the requirements of the CQC System within their areas of expertise.

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed within the last five years the course entitled "Construction Quality Management for Contractors". This course is given at a cost of \$25 by Government personnel and is of two-day duration. The Government will provide one instruction manual for the course.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC Organization at full strength at all times. When it is necessary to make changes to the organization, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS

Submittals shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements and are submitted in accordance with the date on the submittal register. CQC personnel shall also make physical checks of materials and equipment before installation to insure compliance with approved shop drawings.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work after all required plans/documents/materials are approved/accepted, and after copies are at the worksite, and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.

e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met per EM 385-1-1, "Safety and Health Requirements Manual".

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase meeting. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall clearly indicate its intent and plan for communication of the results of the preparatory phase to applicable workers, to include materials, construction methods, workmanship standards, safety considerations and procedures, and preparatory phase meeting minutes.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work (DFW) when the accomplishment of a representative sample of the work is impending. The following shall be accomplished:

a. A check of the portion of work done to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 48 hours in advance of beginning the initial phase meeting. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), the foreman responsible for the definable feature and the work crew(s) for the appropriate DFW. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location (i.e. CQC Report number) of initial phase shall be indicated for future reference and comparison with follow-up phases.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which

may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable feature of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.6.5 Definable Feature of Work: Definition and Discussion

A Definable Feature of Work (DFW) is a portion of work consisting of materials, equipment, supplies and procedures which are closely related to each other, have the same control and will be accomplished by the same work crew to completion. A DFW must be sufficiently small so that control of the work (i.e. communication of requirements to workers, inspection of materials and workmanship and correction of deficiencies) will be easily accomplished. Some examples for various types of projects are:

- * Rough-in of electrical boxes and wiring methods
- * Lighting fixtures, receptacles, and accessories
- * Panelboards, circuit breakers and motors.
- * Water supply piping, fittings and supports
- * DWV piping, fittings and supports for plumbing
- * Concrete reinforcement and formwork
- * Concrete mixing, placement, curing and finishing
- * Testing Procedure for contaminated soil, materials and storage tank contents
- * Storage Tank disassembly and removal
- * Setting up of decontamination area, exclusion zones and standard safety procedures for asbestos removal
- * Asbestos removal and disposal procedures
- * Chemical Data Acquisition
- * Preparation, removal and disposal of contaminated material
- * Dredging and placement.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a laboratory which has been assurance inspected by the Corps of Engineers within the last two years. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off site or commercial test facility will be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment and calibration in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, aggregate and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329. The Government requires a Corps of Engineers capability check of the laboratory which the contractor proposes to perform tests on soils, concrete, asphalt, aggregate and steel. If the laboratory proposed has not had the required Corps of Engineers capability check within the last two years, it will be performed by the Corps of Engineers at a cost of \$7200 to the contractor. This cost will be paid by the Contractor via check directly to the Corps of Engineers Laboratory performing the inspection and report.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$7200 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory.

3.7.3 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, as designated by the Government Representative. Coordination for each specific test, exact delivery location and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be

corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished the Contractor shall notify the Government that the facility is ready for the Government's "Pre-final" inspection.

3.8.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is ready to be occupied. A Government "Pre-final Punch List" will be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected and so notify the Government so that a "Final" inspection with the customer can be scheduled. Any items noted on the "Pre-final" inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person and the Contracting Officer's Representative will be in attendance at this inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final Inspection. Notice will be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being acceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause entitled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. "N/A" shall be entered into any field for which no entry is intended. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 16 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel. All documentation is expected to be literate, legible and complete.

3.10 SAMPLE FORMS

(Note: If the Resident Management System (RMS) is required to be used by the contractor for the QC System as indicated elsewhere in this contract, Contractor will generate all reports in the RMS System, and attached forms will serve as guidance only. Otherwise forms contained herein will be used by the by CQC Staff for CQC System reporting).

a. The 2-page form at the end of the section will be used for the basic CQC Report. CQC personnel shall attach continuation sheets as required for any entries which cannot fit on the basic form. Preparatory and Initial Inspections, when performed, shall be indicated on the basic CQC report and minutes for each inspection shall be attached. Minutes will consist of a list of specific requirements for materials, procedures or equipment to be employed and shall also include any understandings reached or items of special importance discussed.

b. In addition, outstanding deficiencies shall be listed on the form "List of Outstanding Deficiencies" at the end of this section and shall be attached to each CQC report. As deficiencies are corrected, they are to be acknowledged on the basic CQC report and shall be deleted from the list.

c. Form at the end of this section entitled "CQC Test Report List" shall be used by the Contractor to track testing to be done as the project progresses, and also to summarize the Contractor's Quality Control testing to be reported on the CQC Plan.

d. Form "Record of Preparatory and Initial Inspections" at the end of this section shall be used by the Contractor to track Preparatory and Initial inspections as the project progresses and also to summarize these required inspections as part of the CQC Plan.

e. Additional reporting forms pertaining to specialized activities may be included herein or elsewhere in the contract, and shall be used for reporting as indicated.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. Deficiencies cited and verbal instructions given to the Contractor by the Government Representative shall be entered into that day's CQC Report.

(FORMS FOLLOW)

-- End of Section --

RECORD OF PREPARATORY AND INITIAL INSPECTIONS

DATE OF INSP	TYPE OF INSP	DEFINABLE FEATURE OF WORK (DESCRIBE)	REPORT NOS		PERSONS ATTENDING INSP	WAS MATL&/OR EQUIPMENT PHYSICALLY INSPECTED ?
			QA	QC		

LIST OF OUTSTANDING DEFICIENCIES SH_____ OF _____ DATE: _____

PROJECT TITLE: _____

CONTRACTOR: _____

LOCATION: _____

CQC REPORT# _____

CONTRACT #: _____

SPEC REF OR DWG#	LOCATION ON PROJECT	DESCRIPTION OF DEFICIENCY	DATE FOUND	DATE TO BE CORRECTED	DATE CORRECTED	REMARKS

NOTE: THIS FORM SHALL BE USED BY THE CONTRACTOR TO TRACK OUTSTANDING CONSTRUCTION DEFICIENCIES

CQC TEST REPORT LIST

CQC REPORT#_____ SH_____ OF _____ DATE:_____

CONTRACTOR:_____ CONTRACT #:_____

PROJECT TITLE:_____ LOCATION:_____

SPEC REF OR DWG#	TYPE OF TEST	DATE PERFORMED	RESULTS	REMARKS

NOTE: THIS FORM SHALL BE USED BY THE CONTRACTOR TO TRACK CQC TESTING.PROVIDE ATTACHMENTS AS REQUIRED.

CQC REPORT #_____

Date_____

1. Project Title:_____

Location: _____Contract No.:_____

2. List Contractors and Subs Working This Day and Areas of responsibility of each

3. Weather:

4. Description and Location of Work of the Project (Also indicate days of no work and reasons for delays)

5. Labor and Equipment Breakdown by Trade (Attach Continuation)

6. Preparatory Phase Inspections Held (See Attached Minutes)

7. Initial Phase Inspections Held (See attached minutes)

☐ a. Testing Performed. Attach Results
☐ b. Verbal Instructions Received
☐ c. Submittal Actions

☐ d. Outstanding Deficiencies. See Attached List
☐ e. Delivery of Equipment and Materials
☐ f. Misc/Remarks.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signed _____ Date _____
CQC Representative